



Amendment No. 8
to
Agreement No. 4700 NG150000013
for
Social Services
between
THE SAFE ALLIANCE
DBA
SAFE
and the
CITY OF AUSTIN

(Children's Emergency Shelter Program)

- 1.0** The City of Austin and the Grantee hereby agree to the Agreement revisions listed below.
- 2.0** TThe total Agreement amount is recapped below:

Term	Agreement Change Amount	Total Agreement Amount
Basic Term: (Sept. 1, 2015 – Sept. 30, 2018)	n/a	\$ 264,600
Amendment No. 1: Add funds to Agreement and modify Exhibits	\$ 15,876	\$ 280,476
Amendment No. 2: Change to Vendor Name	\$ 0	\$ 280,476
Amendment No. 3: Add funds to Agreement and modify Exhibits	\$ 4,300	\$ 284,776
Amendment No. 4: Add funds to Agreement and modify Exhibits	\$ 2,391	\$ 287,167
Amendment No. 5: Exercise Extension Option #1 (Oct. 1, 2018 – Sept. 30, 2019)	\$ 98,033	\$ 385,200
Amendment No. 6: Add One Time funds to Agreement and modify Exhibits	\$ 35,000	\$ 420,200
Amendment No. 7: Exercise Extension Option #2 (Oct. 1, 2019 – Sept. 30, 2020)	\$ 98,033	\$ 518,233
Amendment No. 8: Modify Program Work Statement Exhibit	\$ 0	\$ 518,233

- 3.0** The following changes have been made to the original Agreement EXHIBITS:

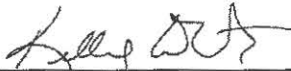
Exhibit A.1 -- Program Work Statement is deleted in its entirety and replaced with a new **Exhibit A.1 -- Program Work Statement**. [Revised 5/7/2020]

- 4.0 MBE/WBE goals were not established for this Agreement.
- 5.0 Based on the criteria in the City of Austin Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Agreement.
- 6.0 By signing this Amendment, the Grantee certifies that the Grantee and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.
- 7.0 All other Agreement terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced Agreement.

GRANTEE

Signature:



THE SAFE ALLIANCE DBA SAFE
Kelly White, Chief Executive Officer
P.O. Box 19454
Austin, TX 78757

Date: May 11, 2020

CITY OF AUSTIN

Signature:



City of Austin
Purchasing Office
PO Box 1088
Austin, TX 78767

Date: 5/28/2020

Program Work Statement

Program Goals and Objectives

The SAFE Alliance (SAFE) Emergency Shelter Program provides victims of child abuse and neglect, aged birth through 22, access to immediate, safe housing because they have no protective caregivers. SAFE provides youth with a safe home and comprehensive therapeutic and case management services. The goal of the Emergency Shelter (ES) Program is for the children, youth, and young adults entrusted into the care of SAFE to build resiliency in order to help mitigate the physical and mental consequences of living without the consistent caregiving of a protective parent. The objectives are to keep residents safe, and to assess and meet their needs while preparing them for the transition into a more permanent placement.

Program Clients Served

Through the ES Program, SAFE serves children, youth, and young adults, from newborn to 22, who have been removed from their homes because of abuse/neglect. The majority of children and youth served in these programs are placed by CPS. Referrals come from within and outside Austin. Children are not eligible for the program if they are determined to be a safety risk to other residents in the program or if staff are unable to provide the level of care to meet the young person's needs. One hundred percent of residents are considered to be living with social, educational, and economic risk factors.

Given that the population served through this project is victims of abuse/violence, clients are not subject to the City of Austin residency or income requirements. Proof of identity is not a requirement of services due to safety reasons. If a client record is subpoenaed and an abuser obtains access to client identifying information, this which could put clients in further danger.

Program Services and Delivery

SAFE operates emergency shelter services 24/7, 365 days a year, to provide residential care, assessment, and case management services. SAFE accepts temporary guardianship of youth and assesses each child for basic needs, physical and emotional health, developmental status, and education or pre-education levels. Individualized service plans are created by SAFE's Case Management team, in tandem with Therapeutic Service staff and program leadership, and they provide essential information that guides all work with the client and assists with placement choices made by judges.

Services available include, but are not limited to: lodging; semi-structured or structured daily living; supportive caregivers awake and available 24 hours a day; access to medical, dental and vision care; nutritious meals; educational support, advocacy, and enrichment; opportunities for recreation; clothing and hygiene products (as necessary); case management, including youth-driven, individualized service planning and strengths and needs assessments; mental health care, including psychiatric and psychological services, medication management, individual and group therapy, and additional mental health supports as needed; and if applicable, education, support and role modeling. For discharge and transition planning, services include: life skills assessment and training; educational support and advocacy; understanding return to care and other foster care information; housing; medical care and insurance; connection to community resources; education and assistance regarding public benefits; preparation for adult living classes and workshops; development of social skills; development of social

Program Work Statement

support system; and parenting skills (if applicable).

Emotional needs are specifically dealt with for each client by his or her case manager. When appropriate, clients are assigned a therapist. Clients have access to visit with an on-site psychiatrist once weekly. All therapeutic information is shared with state and county caseworkers, including psychological and psychiatric evaluations, service plans, and case reviews.

System for Collecting and Reporting Program Data

The client file documents the child's homeless status and source of referral. As mandated by the federal Violence Against Women Act (VAWA) and HUD guidance, victim service providers cannot enter data directly into HMIS, and must use a comparable internal database. SAFE thus does not participate in HMIS, and uses a comparable internal database that collects client-level data over time and generates unduplicated aggregate reports based on this data. Entry into the Homeless Management Information System is not required. SAFE utilizes a web-based client tracking system (Apricot) to record all residential intake, case review and service plan information. Apricot also allows for customizable reports to assess trends and track data over time.

All data is entered into Apricot by professional level service providers (intake/eligibility information, case reviews and service plans), Youth Care Workers (daily log and incidence reports) and the Admissions Coordinator. Improvement by youth is tracked by Case Managers, with input from Youth Care Worker staff and Program Directors, and they chart notes in multiple progress areas; each area, and assessment of progress toward or regression from goals, is reviewed every 30 days and documented in the monthly Case Review.

Performance Evaluation

Annually, SAFE Directors develop an Impact Plan for their departments, which include output and outcome performance targets. This includes both outputs and outcomes to be reported to funders as well as outputs to assess the program's performance and make program improvements. The Board of Directors reviews the status of projected outputs/outcomes twice a year (mid-year and year-end) and receives updates on performance on governmental grants on at least a quarterly basis.

Evaluation data is collected on a routine basis. Evaluation data is reviewed by agency Program Directors and Senior Leadership on a monthly basis, and at least quarterly for governmental performance reporting and across the agency at least twice a year. The agency has dedicated staff who are responsible for managing the agency database, and who can develop reports so that Program Directors can review data at any point in time to study trends, ensure data quality and assess strategies for program improvements.

Quality Improvement

Using both formal (e.g., focus groups, anonymous monthly surveys, discharge interviews etc.) and informal methods (e.g., conversations during meal time), the EC program collects client feedback in order to assess and enhance services.

On a broader programmatic level, quality assurance procedures follow a five-step quality assurance process, namely: identify, plan, do, check, and act. This includes staff members from various levels across the organization assessing risk and implementing solutions to mitigate risk. Quality of services is ensured by weekly supervision and is monitored by evaluation/data tracking and comprehensive case documentation. Patterns or inconsistencies in outcomes, services provided and expenditures would be flagged and reviewed. This information will be used to correct and improve methods for service delivery through steps in a corrective action plan. Corrective action plans would be flagged by the information

Program Work Statement

technology/database assistant and carried out by the Vice President of Residential and Community Care, and the ES Program Director.

Service Coordination with Other Agencies

SAFE constantly seeks to deliver services efficiently and with purpose; to that end, the SAFE staff are in regular contact with other non-profits and service providers to ensure that we contribute relevant and necessary assistance to SAFE residents and community. SAFE Case Managers construct initial service plans and needs and strengths assessments that include services provided both on and offsite by SAFE and by community partners/providers including: People's Community Clinic; LifeWorks; Court Appointed Special Advocates (CASA); Austin Travis County Integral Care (ATCIC); Austin Recovery; Collaboracare for Kids; American YouthWorks; Any Baby Can; and Goodwill. SAFE serves youth referred by professional referral sources such as: Department of Family and Protective Services (DFPS); Juvenile Probation Office (JPO); Austin Travis County Integral Care (ATCIC); Austin Independent School District (AISD); Project HELP; and LifeWorks.

In addition, SAFE collaborates with People's Community Clinic, which provides an on-site family nurse practitioner and on-call physician to provide medical services.

SAFE is a collaborative entity seeking to enhance systems and services for those impacted by abuse in the Austin community.

Service Collaboration with Subgrantees

No collaborations are funded with this contract.

Community Planning Activities

SAFE is an active participant and advocate among the following partnerships: One Voice Central Texas, Travis County Collaborative for Children (TCCC), Central Texas Coalition Against Human Trafficking (CTCAHT), Trauma-Informed Care Consortium of Central Texas (TICC), Travis County Child Welfare Race Equity Collaboration, Texas Law Center for Children's Commission and Collaborative Council, Interagency Foster Care Committee (IFCC), United Way – Success by 6, Texans Care for Children, Public Private Partnerships (P3), Texas Alliance for Child and Family Services, Texas Network on Youth Services, Texas LGBTQ Child Welfare Work Group, Texas Association for Infant Mental Health, 40 to None, Children at Risk, Disproportionality Committee Center for Elimination of Disproportionality and Disparities, and Project HELP.



Amendment No. 7
to
Agreement No. 9100 NG150000013
for
Social Services
between
THE SAFE ALLIANCE
DBA
SAFE
and the
CITY OF AUSTIN

(Children's Emergency Shelter Program)

- 1.0 The City of Austin and the Grantee hereby agree to the Agreement revisions listed below.
- 2.0 The total amount for this Amendment to the Agreement is **Ninety Eight Thousand and Thirty Three dollars (\$98,033)**. The total Agreement amount is recapped below:

Term	Agreement Change Amount	Total Agreement Amount
Basic Term: (Sept. 1, 2015 – Sept. 30, 2018)	n/a	\$ 264,600
Amendment No. 1: Add funds to Agreement and modify Exhibits	\$ 15,876	\$ 280,476
Amendment No. 2: Change to Vendor Name	\$ 0	\$ 280,476
Amendment No. 3: Add funds to Agreement and modify Exhibits	\$ 4,300	\$ 284,776
Amendment No. 4: Add funds to Agreement and modify Exhibits	\$ 2,391	\$ 287,167
Amendment No. 5: Exercise Extension Option #1 (Oct. 1, 2018 – Sept. 30, 2019)	\$ 98,033	\$ 385,200
Amendment No. 6: Add One Time funds to Agreement and modify Exhibits	\$ 35,000	\$ 420,200
Amendment No. 7: Exercise Extension Option #2 (Oct. 1, 2019 – Sept. 30, 2020)	\$ 98,033	\$ 518,233

- 3.0 The following changes have been made to the original Agreement EXHIBITS:

Exhibit A.1 – Program Work Statement is deleted in its entirety and replaced with a new **Exhibit A.1 – Program Work Statement**. [Revised 9/26/2019]

Exhibit A.2 -- Program Performance Measures is deleted in its entirety and replaced with a new **Exhibit A.2 -- Program Performance Measures**. [Revised 9/9/2019]

Exhibit B.1 -- Program Budget and Narrative is deleted in its entirety and replaced with a new **Exhibit B.1 -- Program Budget and Narrative**. [Revised 7/23/2019]

4.0 The following Terms and Conditions have been MODIFIED:

4.1.2.3 For the Program Period of 10/1/2019 through 9/30/2020, the payment from the City to the Grantee shall not exceed \$98,033 (*Ninety Eight Thousand and Thirty Three dollars*).

5.0 MBE/WBE goals were not established for this Agreement.

6.0 Based on the criteria in the City of Austin Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Agreement.

7.0 By signing this Amendment, the Grantee certifies that the Grantee and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.

8.0 All other Agreement terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced Agreement.

GRANTEE

Signature:




THE SAFE ALLIANCE DBA SAFE
Kelly White, Chief Executive Officer
P.O. Box 19454
Austin, TX 78757

Date: 9/11/19

CITY OF AUSTIN

Signature:



City of Austin
Purchasing Office
PO Box 1088
Austin, TX 78767

Date: 10/08/19

Program Work Statement

Contract Start Date

9/1/2015

*Contract End Date*9/30/2019

Program Goals And Objectives

The SAFE Emergency Shelter Program (ES) provides for victims of child abuse and neglect, aged birth through 22, who need access to immediate, safe housing because they have been temporarily or permanently removed from their caregivers. SAFE provides the youth in our care with a home-like cottage setting, and we offer comprehensive therapeutic and case management services. The goal of the ES Program is for residents to experience physical and felt safety in the aftermath of experiencing complex trauma, which includes the experience of being removed from the home. In the teen parenting component of the program, it is also our objective to disrupt cycles of abuse through therapeutic groups, prevention and early intervention via parent coaching through SAFE's Strong Start program, and mentoring and life skills develop with caregiver and case management staff. In addition, SAFE endeavors for each individual to leave all of our programs as fully restored to physical health as possible, and we offer on-site health services through our medical provider, People's Community Clinic.

Program Clients Served

Through the ES program, SAFE serves children, youth, and young adults, from newborn to 22, who have been removed from their homes because of abuse/neglect. The majority of children and youth served in these programs are placed by CPS; in addition, SAFE serves youth referred from other local agencies such as Travis County Juvenile Probation. Income, residency and identity are not considered for eligibility into these shelter programs. Instead, children are not eligible for the program if they are determined to be a safety risk to other residents in the program or if staff are unable to provide the level of care necessary to meet the young person's needs. One hundred percent of residents are considered to be living with social, educational, and economic risk factors.

Program Services And Delivery

SAFE operates emergency shelter services 24/7, 365 days a year to provide residential care, assessment, and case management services. SAFE accepts temporary guardianship of youth and assesses each child's physical health, developmental and therapeutic needs, and education or pre-education levels. Individualized service plans are created by SAFE case managers, in collaboration with the resident and his/her CPS Case Worker, direct care staff who work with the residents daily, therapists, and (as applicable) the psychiatric care provider and/or CASA. The information and feedback shared with the child's CPS team, such as the Service Plan and monthly Case Reviews, along with daily documentation and significant incident records, are an essential piece of what judges and CPS take into consideration when making placement decisions.

Services available in all programs include, but are not limited to: Lodging; Semi-structured or structured daily living; Supportive caregivers awake and available 24 hours a day; Access to medical, dental and vision care; Nutritious meals; Educational support, advocacy, and enrichment; Opportunities for recreation; Clothing and hygiene products (as necessary); Case management, including youth-driven, individualized service planning and strengths and needs assessments; Mental health care, including psychiatric and psychological services, medication management, individual and group therapy, and additional mental health supports as needed; and if applicable, education, support and role modeling. For discharge and transition planning, services include: Life skills assessment and training; Educational support and advocacy; Understanding return to care and other foster care information; Housing; Medical care and insurance; Connection to community resources; Education and assistance regarding public benefits; Preparation for Adult Living classes and workshops; Development of social skills; Development of social support system; and Parenting skills. All therapeutic information is shared with state and county caseworkers, including psychological and psychiatric evaluations, service plans, and case reviews.

System for Collecting and Reporting Program Data

*Created 2/23/2017 12:46:00 PM**Last Modified, If Applicable 09/26/2019 08:29:00 AM*

Program Work Statement

Contract Start Date

9/1/2015

Contract End Date

9/30/2019

The client file will document the child's homeless status and source of referral. As mandated by the federal Violence Against Women Act (VAWA) and HUD guidance, victim service providers cannot enter data directly into HMIS, and must use a comparable internal database. SAFE, thus, does not participate in HMIS, and uses a comparable internal database that collects client-level data over time and generates unduplicated aggregate reports based on this data. Entry into the Homeless Management Information System will not be required. SAFE utilizes a web-based client tracking system (Apricot) to record all residential intake, case review and service plan information. Apricot also allows for customizable reports to assess trends and track data over time.

All data is entered into Apricot by professional level service providers (intake/eligibility information, Case Reviews and Service Plans), Youth Care Workers (daily log and incident reports) and the Admissions Specialist. Residents' progress toward their Service Plan goals are tracked by Case Managers, with input from Youth Care Worker staff and the Program Directors. The Service Plan is a state-wide mandated document, which breaks the youth's plan into multiple categories (i.e., - Education, Recreation, Physical Health, etc.) and identifies youth's developing strengths and needs; in Case Reviews, SAFE Case Managers track the progress toward the Service Plan areas identified for growth, and existing or developing skills, on a monthly basis.

Performance Evaluation

Annually, SAFE Directors develop an Impact Plan for their departments, which include output and outcome performance targets. This includes both outputs and outcomes to be reported to funders as well as outputs to assess the program's performance and make program improvements. The Board of Directors reviews the status of projected outputs/outcomes twice a year (mid-year and year-end). The Program Director, relevant Senior Director and/or Vice President, and Co-CEO's review progress toward many of the Impact Plan outputs/outcomes on a monthly basis.

Evaluation data is collected on a routine basis. Evaluation data is reviewed by agency Program Directors and Senior Leadership on a monthly basis, and at least quarterly for governmental performance reporting and across the agency at least twice a year. The agency has dedicated staff who are responsible for managing the agency database, and who can develop reports so that Program Directors can review data at any point in time to study trends, ensure data quality and assess strategies for program improvements.

Quality Improvement

Using both formal (e.g., anonymous monthly surveys, discharge surveys, Service Plan meetings, etc.) and informal methods (e.g., conversations during meal time), the EC Program collects client feedback in order to assess and enhance services. This process is currently being refined with the goal to implement a comprehensive client experience protocol.

On a broader programmatic level, quality assurance procedures follow a five-step quality assurance process, namely: identify, plan, do, check, and act. This includes staff members from various levels across the organization assessing risk and implementing solutions to mitigate risk. Quality of services is ensured by weekly or bi-weekly supervision, and is monitored by evaluation/data tracking and comprehensive case documentation. Patterns or inconsistencies in outcomes, services provided and expenditures would be flagged and reviewed. This information will be used to correct and improve methods for service delivery through steps in a corrective action plan. Corrective action plans would be flagged by the information technology/database assistant and carried out by the Vice President of SAFE and/or the Senior Director of Youth Residential Services, and the ES Program Directors.

Service Coordination with Other Agencies

SAFE constantly seeks to deliver services efficiently, effectively, and intentionally; to that end, the SAFE staff are in regular contact with other non-profits and service providers to ensure that we contribute relevant and necessary assistance to SAFE residents and community. SAFE Case Managers will construct initial service plans and needs and strengths assessments that include services provided both on and offsite by SAFE and by community partners/providers including: People's Community Clinic; LifeWorks; Court Appointed Special Advocates (CASA); Austin Travis County Integral Care (ATCIC); Austin Recovery; American YouthWorks; Any Baby Can; and Goodwill. SAFE serves youth referred by professional referral sources such as: Department of Family and Protective Services (DFPS); Juvenile Probation Office (JPO); Austin Independent School District (AISD); Project HELP; and LifeWorks.

In addition, SAFE collaborates with People's Community Clinic, which provides an on-site family nurse practitioner and on-call physician to provide medical services. SAFE is a collaborative entity seeking to enhance systems and services for those impacted by abuse in the Austin community.

*Created 2/23/2017 12:46:00 PM**Last Modified, If Applicable 09/26/2019 08:29:00 AM*

Program Work Statement

Contract Start Date

9/1/2015

Contract End Date

9/30/2019

Service Collaboration with Other Agencies

No Collaborations are funded by this contract.

Community Planning Activities

SAFE is an active participant and advocate among the following partnerships: One Voice Central Texas, Travis County Collaborative for Children (TCCC), Central Texas Coalition Against Human Trafficking (CTCAHT), Trauma-Informed Care Consortium of Central Texas (TICC), Texas Law Center for Children's Commission and Collaborative Council, Interagency Foster Care Committee (IFCC), United Way – Success by 6, Texans Care for Children, Public Private Partnerships (P3), Texas Alliance for Child and Family Services, Children at Risk, Disproportionality Committee Center for Elimination of Disproportionality and Disparities, and Project HELP.

Program Performance Measures*Contract Start*

9/1/2015

Contract End

9/30/2020

Period Performance Start

10/1/2019

Period Performance End

9/30/2020

Outputs

<i>OP #</i>	<i>Output Measure Description</i>	<i>Period Goal</i>		
		<i>City</i>	<i>Other</i>	<i>Total</i>
1	Total Number of Unduplicated Clients Served in Emergency Shelter	9	100	109

Program Performance Measures**Contract Start**
9/1/2015**Contract End**
9/30/2020**Period Performance Start**
10/1/2019**Period Performance End**
9/30/2020**Outcomes**

OC Item	Outcome Measure Description	Total Program Goal
1 Num	Number of individuals making progress on their treatment plan goal(s)	45
1 Den	Number of individuals evaluated for progress on treatment plan goals(s)	50
1 Rate	Percent of individuals making progress toward their treatment plan goals	90

Program Budget and Narrative

Program Start 10/1/2019

Program End 9/30/2020

	City Share	Other	Total
Salary plus Benefits	\$98,033.00	\$1,711,659.00	\$1,809,692.00
General Operations Expenses	\$0.00	\$187,516.00	\$187,516.00
Program Subgrantees	\$0.00	\$0.00	\$0.00
Staff Travel	\$0.00	\$0.00	\$0.00
Conferences	\$0.00	\$0.00	\$0.00
Operations SubTotal	\$0.00	\$187,516.00	\$187,516.00
Food and Beverages for Clients	\$0.00	\$65,467.00	\$65,467.00
Financial Direct Assistance to Clients	\$0.00	\$35,850.00	\$35,850.00
Other Assistance	Please Specify	Please Specify	Please Specify
Other Assistance Amount	\$0.00	\$0.00	\$0.00
Direct Assistance SubTotal	\$0.00	\$101,317.00	\$101,317.00
Capital Outlay Amount	\$0.00	\$0.00	\$0.00
Total	\$98,033.00	\$2,000,492.00	\$2,098,525.00

Detailed Budget Narrative**Salaries plus Benefits**

Annual staff salaries for Youth Care Workers/Leads plus fringe benefits proportionate to percent of City funded salaries. Fringe includes employer paid FICA, Health Insurance, Dental Insurance, Vision Insurance, Life, 403B, Workers' Compensation Insurance, and Short Term Disability Insurance.

General Op Expenses**Program Subgrantees****Staff Travel****Conferences****Food and Beverage****Financial Assistance****Other Assistance****Capital Outlay**

Program Performance Measures**Contract Start**
9/1/2015**Contract End**
9/30/2020**Period Performance Start**
10/1/2019**Period Performance End**
9/30/2020**Outputs**

OP #	Output Measure Description	Period Goal		
		City	Other	Total
1	Total Number of Unduplicated Clients Served in Emergency Shelter	9	100	109

Program Performance Measures

		<i>Contract Start</i> 9/1/2015	<i>Contract End</i> 9/30/2020	<i>Period Performance Start</i> 10/1/2019	<i>Period Performance End</i> 9/30/2020		
						<i>Outcomes</i>	
<i>OC Item</i>	<i>Outcome Measure Description</i>						<i>Total Program Goal</i>
1 Num	Number of individuals making progress on their treatment plan goal(s)						45
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1 Rate	Percent of individuals making progress toward their treatment plan goals						90

Program Budget and Narrative

Program Start 10/1/2019
Program End 9/30/2020

	City Share	Other	Total
Salary plus Benefits	\$98,033.00	\$1,711,659.00	\$1,809,692.00
General Operations Expenses	\$0.00	\$187,516.00	\$187,516.00
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Staff Travel	\$0.00	\$0.00	\$0.00
Conferences	\$0.00	\$0.00	\$0.00
Operations SubTotal	\$0.00	\$187,516.00	\$187,516.00
Food and Beverages for Clients	\$0.00	\$65,467.00	\$65,467.00
Financial Direct Assistance to Clients	\$0.00	\$35,850.00	\$35,850.00
Other Assistance	Please Specify	Please Specify	Please Specify
Other Assistance Amount	\$0.00	\$0.00	\$0.00
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Capital Outlay Amount	\$0.00	\$0.00	\$0.00
Total	\$98,033.00	\$2,000,492.00	\$2,098,525.00

Detailed Budget Narrative**Salaries plus Benefits**

Annual staff salaries for Youth Care Workers/Leads plus fringe benefits proportionate to percent of City funded salaries. Fringe includes employer paid FICA, Health Insurance, Dental Insurance, Vision Insurance, Life, 403B, Workers' Compensation Insurance, and Short Term Disability Insurance.

General Op Expenses**Program Subgrantees****Staff Travel****Conferences****Food and Beverage****Financial Assistance****Other Assistance****Capital Outlay**



Amendment No. 6
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Agreement No. NG150000013
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Social Services
between
THE SAFE ALLIANCE
DBA
SAFE
and the
CITY OF AUSTIN

(Children's Emergency Shelter Program)

- 1.0 The City of Austin and the Grantee hereby agree to the Agreement revisions listed below.
- 2.0 The total amount for this Amendment to the Agreement is **Thirty Five Thousand dollars (\$35,000)**. The total Agreement amount is recapped below:

Term	Agreement Change Amount	Total Agreement Amount
Basic Term: (Sept. 1, 2015 – Sept. 30, 2018)	n/a	\$ 264,600
Amendment No. 1: Add funds to Agreement and modify Exhibits	\$ 15,876	\$ 280,476
Amendment No. 2: Change to Vendor Name	\$ 0	\$ 280,476
Amendment No. 3: Add funds to Agreement and modify Exhibits	\$ 4,300	\$ 284,776
Amendment No. 4: Add funds to Agreement and modify Exhibits	\$ 2,391	\$ 287,167
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Amendment No. 6: Add One Time funds to Agreement and modify Exhibits	\$ 35,000	\$ 420,200

- 3.0 The following changes have been made to the original Agreement EXHIBITS:

Exhibit A.1 -- Program Work Statement is deleted in its entirety and replaced with a new **Exhibit A.1 -- Program Work Statement**. [Revised 11/15/2018]

Exhibit A.2 -- Program Performance Measures is deleted in its entirety and replaced with a new **Exhibit A.2 -- Program Performance Measures**. [Revised 12/12/2018]

Exhibit B.1 -- Program Budget and Narrative is deleted in its entirety and replaced with a new Exhibit B.1 -- Program Budget and Narrative. [Revised 11/15/2018]

4.0 The following Terms and Conditions have been MODIFIED:

4.1.2.3 For the Program Period of 10/1/2018 through 9/30/2019, the payment from the City to the Grantee shall not exceed \$133,033 (*One Hundred Thirty Three Thousand and Thirty Three dollars*).

5.0 MBE/WBE goals were not established for this Agreement.

6.0 Based on the criteria in the City of Austin Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Agreement.

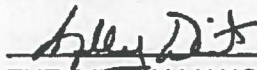
7.0 By signing this Amendment, the Grantee certifies that the Grantee and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.

8.0 All other Agreement terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced Agreement.

GRANTEE

Signature:



THE SAFE ALLIANCE DBA SAFE
Kelly White, Chief Executive Officer
P.O. Box 19454
Austin, TX 78757

Date: 11/27/18

CITY OF AUSTIN

Signature:



City of Austin
Purchasing Office
PO Box 1088
Austin, TX 78767

Date: 12/21/18

Applications Funded in Response to RFP EAD0116
Self Sufficiency Social Services

Evaluation Score	Agency Name	Program Name	37-Month Funding	3, 12-Month Extension Options	Total Contract Amount
118	Youth & Family Alliance (Lifeworks)	Collective Impact Continuum	\$2,428,800	\$809,600	\$4,857,600
115	Meals on Wheels and More	Meals on Wheels	\$1,302,849	\$434,283	\$2,605,698
115	Any Baby Can	Ready Families Collaborative (C-11)	\$4,459,737	\$1,486,579	\$8,919,474
115	Austin Child Guidance Center	Underserved Families Mental Health Program	\$536,376	\$178,792	\$1,072,752
114	Casa Marianella	Emergency Shelter	\$544,320	\$181,440	\$1,088,640
113	Communities in Schools	Case Management & Pebble Project	\$1,427,469	\$475,823	\$2,854,938
113	Travis County Domestic ... (SafePlace)	Expect Respect	\$494,760	\$164,920	\$989,520
113	Theatre Action Project (Creative Action)	Del Valle Collaborative Afterschool Program (C-3)	\$845,934	\$281,978	\$1,691,868
113	Family Eldercare	Living Well Collaborative (C-6)	\$514,764	\$171,588	\$1,029,528
111	Travis County Domestic ... (SafePlace)	Victim Services	\$2,166,000	\$722,000	\$4,332,000
111	Family Eldercare	Counseling Services	\$164,955	\$54,985	\$329,910
111	Caritas of Austin	BSS+ (C-12)	\$9,992,721	\$3,330,907	\$19,985,442
110	Austin Recovery	Self Sufficiency Continuum Services	\$1,371,249	\$457,083	\$2,742,498
110	Caritas of Austin	Mental and Behavioral Health Services	\$643,377	\$214,459	\$1,286,754
110	The ARC of the Capital Area	Family & Juvenile Transition Services	\$183,726	\$61,242	\$367,452
109	Family Eldercare	Money Management	\$210,000	\$70,000	\$420,000
109	Foundation Communities	Afterschool Summer Youth Program	\$420,000	\$140,000	\$840,000
109	Capital Area Food Bank	Food Bank Services	\$681,141	\$227,047	\$1,362,282
109	Foundation Communities	Tax Prep & Financial Programs	\$371,250	\$123,750	\$742,500
108	VinCare Services of Austin	Saint Louise House	\$273,000	\$91,000	\$546,000
107	Helping the Aging, Needy and Disabled (HAND)	Charitable Care/Sliding Scale	\$120,933	\$40,311	\$241,866
106	Samaritan Center	Whole Body Mental Health Services	\$285,390	\$95,130	\$570,780
106	Foundation for the Homeless	Family Rehousing Initiative	\$713,958	\$237,986	\$1,427,916
106	Austin Children's Shelter	Wrap Around Residential Program	\$264,600	\$88,200	\$529,200
105	Planned Parenthood	Sisters Saving Sisters Program	\$144,612	\$48,204	\$289,224
105	Family Eldercare	Medication Management	\$163,800	\$54,600	\$327,600

Evaluation Score	Agency Name	Program Name	37-Month Funding	3, 12-Month Extension Options	Total Contract Amount
105	Workforce Solutions	Workforce and Education Readiness Continuum (C-13)	\$7,520,967	\$2,506,989	\$15,041,934
104	Salvation Army	Pathways & Partnerships	\$681,864	\$227,288	\$1,363,728
103	Court Appointed Special Advocates (CASA)	Transitioning Youth Program	\$120,000	\$40,000	\$240,000
102	Goodwill Industries Central Texas	Ready to Work	\$2,095,977	\$698,659	\$4,191,954
99	Easter Seals	Housing Services, Early Childhood, Comprehensive Outpatient Rehab, Youth Leaving Services, Adult Services	\$1,002,735	\$334,245	\$2,005,470
97	African American Youth Harvest Foundation	Enrichment of Low Income Youth	\$489,774	\$163,258	\$979,548
97	Texas RioGrande Legal Aid	Legal Services	\$548,346	\$182,782	\$1,096,692
92	YWCA	YW Counseling & Referral Ctr (YWERC)	\$348,714	\$116,238	\$697,428
90	Austin ISD	Victory	\$615,600	\$205,200	\$1,231,200
82	Austin ISD	Primetime	\$1,921,833	\$640,611	\$3,843,666
82	Child Inc.	Early Steps to School Readiness Summer and After School Program	\$1,293,750	\$431,250	\$2,587,500
*	Council on At-Risk Youth (CARY)	Ounce of Prevention	\$480,000	\$160,000	\$960,000
*	River City Youth Foundation	Dove Springs	\$350,400	\$116,800	\$700,800
Total					\$96,391,362
* Council on At-Risk Youth (CARY) and River City Youth Foundation were disqualified from the RFA process by the Purchasing Office due to non-compliance with the solicitation requirements.					

Program Work Statement

Contract Start Date

9/1/2015

Contract End Date

9/30/2019

Program Goals And Objectives

The SAFE Emergency Shelter Program (ES), and Teen Parent and Early Childhood Program (TPEC), provides for victims of child abuse and neglect, aged birth through 22, who need access to immediate, safe housing because they have no protective caregivers. SAFE provides the youth with a safe home and comprehensive therapeutic and case management services. The goal of the ES Program is for the children, youth, and young adults entrusted into the care of SAFE to learn resiliency to mitigate the physical and mental consequences of living without the caregiving of a loving and protective parent. The objectives are to stabilize the client, assess and meet their needs and to prepare them for the transition into a more permanent placement.

The goal of the TPEC Program is to provide a safe and nurturing environment wherein young parents can develop social/emotional and practical skills and learn effective parenting techniques such as safety, knowledge of development and milestones, and behavioral interventions, the generational cycle of abuse can be ended. Investing in teen parents by meeting their basic needs, and showing them affection and nurturance, provides them a foundation from which they can develop and understand healthy relationships; this enables them to positively attach to their children, resulting in improved outcomes for the youth and their families. SAFE endeavors for each individual to leave all of our programs as fully restored to health as possible.

Program Clients Served

Through the ES and TPEC Programs, SAFE serves children, youth, and young adults, from newborn to 22, who have been removed from their homes because of abuse/neglect. The majority of children and youth served in these programs are placed by CPS. Increasing numbers of young people in SAFE' care are not in the foster-care system, but instead have been referred from other local agencies such as DFPS, ATCIC and TCJPO. Income, residency and identity are not considered for eligibility into these shelter programs. Instead, children are not eligible for the program if they are determined to be a safety risk to other residents in the program or if staff are unable to provide the level of care to meet the young person's needs. One hundred percent of residents are considered to be living with social, educational, and economic risk factors.

Program Services And Delivery

SAFE operates emergency shelter services 24/7, 365 days a year to provide residential care, assessment, and case management services. SAFE accepts temporary guardianship of youth and assesses each child for basic needs, physical and emotional health, developmental status, and education or pre-education levels. Individualized service plans are created by SAFE therapeutic support staff and provide essential information that guides all work with the client and assists with placement choices made by judges.

Services available in all programs include, but are not limited to: Lodging; Semi-structured or structured daily living; Supportive caregivers awake and available 24 hours a day; Access to medical, dental and vision care; Nutritious meals; Educational support, advocacy, and enrichment; Opportunities for recreation; Clothing and hygiene products (as necessary); Case management, including youth-driven, individualized service planning and strengths and needs assessments; Mental health care, including psychiatric and psychological services, medication management, individual and group therapy, and additional mental health supports as needed; and if applicable, education, support and role modeling. For discharge and transition planning, services include: Life skills assessment and training; Educational support and advocacy; Understanding return to care and other foster care information; Housing; Medical care and insurance; Connection to community resources; Education and assistance regarding public benefits; Preparation for Adult Living classes and workshops; Development of social skills; Development of social support system; and Parenting skills (if applicable). In addition, parenting or expecting teens will receive on- and off-site opportunities to develop and/or enhance safe and nurturing parenting skills, and to receive services such as free on-site daycare while in school or at work, the 24/7 support of staff as they encounter the ups and downs of being a new parent, and support groups with other parenting or expecting teens who live in the program.

Emotional needs are specifically dealt with for each client by his or her case manager. When appropriate, clients are assigned a therapist. When more specific behavioral treatment plans are required, clients meet with a pediatric psychiatric resident (available three times per week on campus). All therapeutic information is shared with state and county caseworkers, including psychological and psychiatric evaluations, service plans, and case reviews.

System for Collecting and Reporting Program Data

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Last Modified, If Applicable 11/15/2018 11:29:00 AM

Program Work Statement

Contract Start Date**9/1/2015*****Contract End Date*****9/30/2019**

The client file will document the child's homeless status and source of referral. As mandated by the federal Violence Against Women Act (VAWA) and HUD guidance, victim service providers cannot enter data directly into HMIS, and must use a comparable internal database. SAFE thus does not participate in HMIS, and uses a comparable internal database that collects client-level data over time and generates unduplicated aggregate reports based on this data. Entry into the Homeless Management Information System will not be required. SAFE utilizes a web-based client tracking system (CaseWorthy) to record all residential intake, case review and service plan information. CaseWorthy also allows for customizable reports to assess trends and track data over time.

All data is entered into CaseWorthy by professional level service providers (intake/eligibility information, case reviews and service plans), Youth Care Workers (daily log and incidence reports) and the Admissions Specialist. Improvement by youth is tracked by Case Managers with input from Youth Care Worker staff and chart notes in seven progress areas. Numeric scores are assigned within each area and assessment of progress toward or regression from goals is conducted every 30 days as part of case reviews.

Performance Evaluation

Annually, SAFE Directors develop an Impact Plan for their departments, which include output and outcome performance targets. This includes both outputs and outcomes to be reported to funders as well as outputs to assess the program's performance and make program improvements. The Board of Directors will review the status of projected outputs/outcomes twice a year (mid-year and year-end) and will receive updates on performance on governmental grants on at least a quarterly basis.

Evaluation data is collected on a routine basis. Evaluation data is reviewed by agency Program Directors and Senior Leadership on a monthly basis, and at least quarterly for governmental performance reporting and across the agency at least twice a year. The agency has dedicated staff who are responsible for managing the agency database, and who can develop reports so that Program Directors can review data at any point in time to study trends, ensure data quality and assess strategies for program improvements.

Quality Improvement

Using both formal (e.g., focus groups, anonymous monthly surveys, discharge interviews etc.) and informal methods (e.g., conversations during meal time), the EC and TPEC Programs collect client feedback in order to assess and enhance services. This process is currently being refined with the goal to implement a comprehensive client experience protocol.

On a broader programmatic level, quality assurance procedures follow a five-step quality assurance process, namely: identify, plan, do, check, and act. This includes staff members from various levels across the organization assessing risk and implementing solutions to mitigate risk. Quality of services is ensured by weekly supervision and is monitored by evaluation/data tracking and comprehensive case documentation. Patterns or inconsistencies in outcomes, services provided and expenditures would be flagged and reviewed. This information will be used to correct and improve methods for service delivery through steps in a corrective action plan. Corrective action plans would be flagged by the information technology/database assistant and carried out by the Vice President of SAFE, the Senior Director of Youth Residential Services and the ES and TPEC Program Directors.

Service Coordination with Other Agencies

SAFE constantly seeks to deliver services efficiently and with purpose; to that end, the SAFE staff are in regular contact with other non-profits and service providers to ensure that we contribute relevant and necessary assistance to SAFE residents and community. SAFE Case Managers will construct initial service plans and needs and strengths assessments that include services provided both on and offsite by SAFE and by community partners/providers including: People's Community Clinic; LifeWorks; Court Appointed Special Advocates (CASA); Austin Travis County Integral Care (ATCIC); Austin Recovery; Collaboracare for Kids; American YouthWorks; Any Baby Can; and Goodwill. SAFE serves youth referred by professional referral sources such as: Department of Family and Protective Services (DFPS); Juvenile Probation Office (JPO); Austin Travis County Integral Care (ATCIC); Austin Independent School District (AISD); Project HELP; SafePlace; and LifeWorks.

In addition, SAFE collaborates with People's Community Clinic, which provides an on-site family nurse practitioner and on-call physician to provide medical services.

SAFE is a collaborative entity seeking to enhance systems and services for those impacted by abuse in the Austin community

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Program Work Statement

Contract Start Date

9/1/2015

Contract End Date

9/30/2019

Service Collaboration with Other Agencies

No Collaborations are funded by this contract.

Community Planning Activities

SAFE is an active participant and advocate among the following partnerships: Ready by 21, One Voice Central Texas, Travis County Collaborative for Children (TCCC), Central Texas Coalition Against Human Trafficking (CTCAHT), Trauma-Informed Care Consortium of Central Texas (TICC), Texas Law Center for Children's Commission and Collaborative Council, Interagency Foster Care Committee (IFCC), United Way – Success by 6, Texans Care for Children, Public Private Partnerships (P3), Texas Alliance for Child and Family Services, UAC Taskforce, Texas Association for Infant Mental Health, 40 to None, Children at Risk, Disproportionality Committee Center for Elimination of Disproportionality and Disparities, Project HELP and the Freedom Collaborative.

Program Performance Measures**Contract Start**
9/1/2015**Contract End**
9/30/2019**Period Performance Start**
10/1/2018**Period Performance End**
9/30/2019**Outputs**

OP #	Output Measure Description	Period Goal		
		City	Other	Total
1	Total Number of Unduplicated Clients Served in Emergency Shelter	9	100	109
2	Total Number of Unduplicated Clients Served in Teen Parent and Early Childhood (TPEC) Program	4	44	48

Program Performance Measures**Contract Start**
9/1/2015**Contract End**
9/30/2019**Period Performance Start**
10/1/2018**Period Performance End**
9/30/2019**Outcomes**

OC Item	Outcome Measure Description	Total Program Goal
1 Num	Number of individuals making progress on their treatment plan goal(s)	45
1 Den	Number of individuals evaluated for progress on treatment plan goals(s)	50
1 Rate	Percent of individuals making progress toward their treatment plan goals	90
2 Num	Number of individuals in the TPEC program making progress on their treatment plan goal(s)	14
2 Den	Number of individuals in the TPEC program evaluated for progress on treatment plan goals(s)	15
2 Rate	Percent of individuals in the TPEC program making progress toward their treatment plan goals	93.33

Program Budget and Narrative

Program Start 10/01/2017
 Program End 09/30/2018

	City Share	Other	Total
Salary plus Benefits	\$133,033.00	\$1,711,659.00	\$1,844,692.00
General Operations Expenses	\$0.00	\$187,516.00	\$187,516.00
Program Subgrantees	\$0.00	\$0.00	\$0.00
Staff Travel	\$0.00	\$0.00	\$0.00
Conferences	\$0.00	\$0.00	\$0.00
Operations SubTotal	\$0.00	\$187,516.00	\$187,516.00
Food and Beverages for Clients	\$0.00	\$65,467.00	\$65,467.00
Financial Direct Assistance to Clients	\$0.00	\$35,850.00	\$35,850.00
Other Assistance	Please Specify	Please Specify	Please Specify
Other Assistance Amount	\$0.00	\$0.00	\$0.00
Direct Assistance SubTotal	\$0.00	\$101,317.00	\$101,317.00
Capital Outlay Amount	\$0.00	\$0.00	\$0.00
Total	\$133,033.00	\$2,000,492.00	\$2,133,525.00

Detailed Budget Narrative**Salaries plus Benefits**

Annual staff salaries for Youth Care Workers/Leads plus fringe benefits proportionate to percent of City funded salaries. Fringe includes employer paid FICA, Health Insurance, Dental Insurance, Vision Insurance, Life, 403B

General Op Expenses**Program Subgrantees****Staff Travel****Conferences****Food and Beverage****Financial Assistance****Other Assistance****Capital Outlay**



Amendment No. 5
to
Agreement No. NG150000013
for
Social Services
between
THE SAFE ALLIANCE
DBA
SAFE
and the
CITY OF AUSTIN
(Emergency Shelter Program)

- 1.0 The City of Austin and the Grantee hereby agree to the Agreement revisions listed below.
- 2.0 The total amount for this Amendment to the Agreement is ***Ninety Eight Thousand and Thirty Three dollars (\$98,033)***. The total Agreement amount is recapped below:

Term	Agreement Change Amount	Total Agreement Amount
Basic Term: (Sept. 1, 2015 – Sept. 30, 2018)	n/a	\$ 264,600
Amendment No. 1: Add funds to Agreement and modify Exhibits	\$ 15,876	\$ 280,476
Amendment No. 2: Change to Vendor Name	\$ 0	\$ 280,476
Amendment No. 3: Add funds to Agreement and modify Exhibits	\$ 4,300	\$ 284,776
Amendment No. 4: Add funds to Agreement and modify Exhibits	\$ 2,391	\$ 287,167
Amendment No. 5: Exercise Extension Option #1 (Oct. 1, 2018 – Sept. 30, 2019)	\$ 98,033	\$ 385,200

- 3.0 The following changes have been made to the original Agreement EXHIBITS:

Exhibit A.2 -- Program Performance Measures is deleted in its entirety and replaced with a new **Exhibit A.2 -- Program Performance Measures**. [Revised 6/7/2018]

Exhibit B.1 -- Program Budget and Narrative is deleted in its entirety and replaced with a new **Exhibit B.1 -- Program Budget and Narrative**. [Revised 6/7/2018]

- 4.0 The following Terms and Conditions have been MODIFIED:

4.1.2.3 For the Program Period of 10/1/2018 through 9/30/2019, the payment from the City to the Grantee shall not exceed \$98,033 (*Ninety Eight Thousand and Thirty Three dollars*).

5.0 MBE/WBE goals were not established for this Agreement.

6.0 Based on the criteria in the City of Austin Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Agreement.

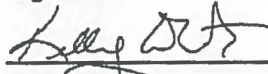
7.0 By signing this Amendment, the Grantee certifies that the Grantee and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.

8.0 All other Agreement terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced Agreement.

GRANTEE

Signature:



THE SAFE ALLIANCE DBA SAFE
Kelly White, Chief Executive Officer
P.O. Box 19454
Austin, TX 78757

Date: July 31, 2018

CITY OF AUSTIN

Signature:



City of Austin
Purchasing Office
PO Box 1088
Austin, TX 78767

Date:

08/17/18

4.1.2.3 For the Program Period of 10/1/2018 through 9/30/2019, the payment from the City to the Grantee shall not exceed \$98,033 (*Ninety Eight Thousand and Thirty Three dollars*).

5.0 MBE/WBE goals were not established for this Agreement.

6.0 Based on the criteria in the City of Austin Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Agreement.

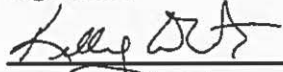
7.0 By signing this Amendment, the Grantee certifies that the Grantee and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.

8.0 All other Agreement terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced Agreement.

GRANTEE

Signature:



THE SAFE ALLIANCE DBA SAFE
Kelly White, Chief Executive Officer
P.O. Box 19454
Austin, TX 78757

Date: July 31, 2018

CITY OF AUSTIN

Signature:



City of Austin
Purchasing Office
PO Box 1088
Austin, TX 78767

Date: _____

Program Performance Measures**Contract Start**
9/1/2015**Contract End**
9/30/2019**Period Performance Start**
10/1/2018**Period Performance End**
9/30/2019**Outputs**

OP #	Output Measure Description	Period Goal		
		City	Other	Total
1	Total Number of Unduplicated Clients Served	9	100	109

Program Performance Measures**Contract Start**
9/1/2015**Contract End**
9/30/2019**Period Performance Start**
10/1/2018**Period Performance End**
9/30/2019**Outcomes**

OC Item	Outcome Measure Description	Total Program Goal
1 Num	Number of individuals making progress on their treatment plan goal(s)	55
1 Den	Number of individuals evaluated for progress on treatment plan goals(s)	69
1 Rate	Percent of individuals making progress toward their treatment plan goals	79.71

Program Budget and Narrative

Program Start 10/1/2018

Program End 9/30/2019

	<i>City Share</i>	<i>Other</i>	<i>Total</i>
Salary plus Benefits	\$98,033.00	\$850,365.00	\$948,398.00
General Operations Expenses	\$0.00	\$162,557.00	\$162,557.00
Program Subgrantees	\$0.00	\$0.00	\$0.00
Staff Travel	\$0.00	\$0.00	\$0.00
Conferences	\$0.00	\$0.00	\$0.00
Operations SubTotal	\$0.00	\$162,557.00	\$162,557.00
Food and Beverages for Clients	\$0.00	\$43,916.00	\$43,916.00
Financial Direct Assistance to Clients	\$0.00	\$22,696.00	\$22,696.00
Other Assistance	Please Specify	Please Specify	Please Specify
Other Assistance Amount	\$0.00	\$0.00	\$0.00
Direct Assistance SubTotal	\$0.00	\$66,612.00	\$66,612.00
Capital Outlay Amount	\$0.00	\$0.00	\$0.00
Total	\$98,033.00	\$1,079,534.00	\$1,177,567.00

Detailed Budget Narrative**Salaries plus Benefits**

Annual staff salaries for Youth Care Workers plus fringe benefits proportionate to percent of City funded salaries. Fringe includes employer paid FICA, Health Insurance, Dental Insurance, Vision Insurance, Life, 403B

General Op Expenses**Program Subgrantees****Staff Travel****Conferences****Food and Beverage****Financial Assistance****Other Assistance****Capital Outlay**



Amendment No. 4
to
Agreement No. NG150000013
for
Social Services
between
THE SAFE ALLIANCE
DBA
SAFE
and the
CITY OF AUSTIN
(Emergency Shelter Program)

- 1.0 The City of Austin and the Grantee hereby agree to the Agreement revisions listed below.
- 2.0 The total amount for this Amendment to the Agreement is ***Two Thousand Three Hundred Ninety One dollars (\$2,391)***. The total Agreement amount is recapped below:

Term	Agreement Change Amount	Total Agreement Amount
Basic Term: (Sept. 1, 2015 – Sept. 30, 2018)	n/a	\$ 264,600
Amendment No. 1: Add funds to Agreement and modify Exhibits	\$ 15,876	\$ 280,476
Amendment No. 2: Change to Vendor Name	\$ 0	\$ 280,476
Amendment No. 3: Add funds to Agreement and modify Exhibits	\$ 4,300	\$ 284,776
Amendment No. 4: Add funds to Agreement and modify Exhibits	\$ 2,391	\$ 287,167

- 3.0 The following changes have been made to the original Agreement EXHIBITS:

Exhibit B.1 -- Program Budget and Narrative is deleted in its entirety and replaced with a new **Exhibit B.1 -- Program Budget and Narrative**. *[Revised 11/29/2017]*

- 4.0 The following Terms and Conditions have been MODIFIED:

Section 4.1 Agreement Amount. The Grantee acknowledges and agrees that, notwithstanding any other provision of this Agreement, the maximum amount payable by the City under this Agreement for the initial 37 month term shall not exceed the amount approved by City Council, which is **\$287,167 (Two Hundred Eighty Seven Thousand One Hundred Sixty Seven dollars)**, and \$98,033 (*Ninety Eight Thousand and Thirty Three dollars*) per 12 month extension option, for a total Agreement amount of \$581,266. Continuation of the Agreement beyond the initial 37

months is specifically contingent upon the availability and allocation of funding, and authorization by City Council.

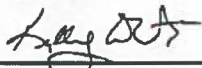
4.1.2.3 For the Program Period of 10/1/2017 through 9/30/2018, the payment from the City to the Grantee shall not exceed \$98,033 (*Ninety Eight Thousand and Thirty Three dollars*).

- 5.0 MBE/WBE goals were not established for this Agreement.
- 6.0 Based on the criteria in the City of Austin Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Agreement.
- 7.0 By signing this Amendment, the Grantee certifies that the Grantee and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.
- 8.0 All other Agreement terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced Agreement.

GRANTEE

Signature:



THE SAFE ALLIANCE DBA SAFE
Kelly White, Chief Executive Officer
P.O. Box 19454
Austin, TX 78757

Date: January 19, 2018

CITY OF AUSTIN

Signature:



City of Austin
Purchasing Office
PO Box 1088
Austin, TX 78767

Date:

03/29/18

Program Budget and Narrative

	<i>1</i>	<i>Period 2</i>	<i>3</i>	<i>Contract Start Contract End</i>	<i>9/1/2015 9/30/2018</i>
Period Start Date	9/1/2015	10/1/2016	10/1/2017		
Period End Date	9/30/2016	9/30/2017	9/30/2018		
Salary plus Benefits	\$93,492.00	\$95,642.00	\$98,033.00		\$287,167.00
General Operations Expenses	\$0.00	\$0.00	\$0.00		\$0.00
Program Subgrantees	\$0.00	\$0.00	\$0.00		\$0.00
Staff Travel	\$0.00	\$0.00	\$0.00		\$0.00
Conferences	\$0.00	\$0.00	\$0.00		\$0.00
Operations SubTotal	\$0.00	\$0.00	\$0.00		\$0.00
Food and Beverages for Clients	\$0.00	\$0.00	\$0.00		\$0.00
Financial Direct Assistance to Clients	\$0.00	\$0.00	\$0.00		\$0.00
Other Assistance Amount	\$0.00	\$0.00	\$0.00		\$0.00
Direct Assistance SubTotal	\$0.00	\$0.00	\$0.00		\$0.00
Capital Outlay Amount	\$0.00	\$0.00	\$0.00		\$0.00
Total	\$93,492.00	\$95,642.00	\$98,033.00		\$287,167.00
Total Period Percentage	32.56	33.31	34.14		

Detailed Budget Narrative**Salaries plus Benefits**

Annual staff salaries for Youth Care Workers plus fringe benefits proportionate to percent of City funded salaries. Fringe includes employer paid FICA, Health Insurance, Dental Insurance, Vision Insurance, Life, 403B

General Op Expenses**Program Subgrantees****Staff Travel****Conferences****Food and Beverage****Financial Assistance****Other Assistance****Capital Outlay**



Amendment No. 3
to
Contract No. NG150000013
for
Social Services
between
THE SAFE ALLIANCE
DBA
SAFE
and the
CITY OF AUSTIN
(Emergency Shelter Program)

- 1.0 The City of Austin and the Contractor hereby agree to the contract revisions listed below.
- 2.0 The total amount for this Amendment to the Agreement is **Four Thousand Three Hundred dollars (\$4,300)**. The total Agreement amount is recapped below:

Term	Contract Change Amount	Total Contract Amount
Basic Term: (Sept. 1, 2015 – Sept. 30, 2018)	n/a	\$ 264,600
Amendment No. 1: Add funds to Contract and modify Exhibits	\$ 15,876	\$ 280,476
Amendment No. 2: Change to Vendor Name	\$ 0	\$ 280,476
Amendment No. 3: Add funds to Contract and modify Exhibits	\$ 4,300	\$ 284,776

- 3.0 The following changes have been made to the original contract EXHIBITS:

Exhibit B.1 -- Program Budget and Narrative is deleted in its entirety and replaced with a new **Exhibit B.1 -- Program Budget and Narrative**. [Revised 1/20/2017]

Exhibit E – Business Associate Agreement is added to the Agreement.

- 4.0 The following Terms and Conditions have been MODIFIED:

Section 1.2 **Responsibilities of the Grantee**. The Grantee shall provide all technical and professional expertise, knowledge, management, and other resources required for accomplishing all aspects of the tasks and associated activities identified in the Agreement Exhibits. The Grantee shall assure that all Agreement provisions are met by any Subgrantee performing services for the Grantee.

Section 4.1 Agreement Amount. The Grantee acknowledges and agrees that, notwithstanding any other provision of this Agreement, the maximum amount payable by the City under this Agreement for the initial 37 month term shall not exceed the amount approved by City Council, which is **\$284,776 (Two Hundred Eighty Four Thousand Seven Hundred Seventy Six dollars)**, and \$95,642 (*Ninety Five Thousand Six Hundred Forty Two dollars*) per 12 month extension option, for a total Agreement amount of \$571,702. Continuation of the Agreement beyond the initial 37 months is specifically contingent upon the availability and allocation of funding, and authorization by City Council.

Section 4.1.1.2 Transfers between or among the approved budget categories in excess of 10% or more than \$50,000 will require the City Agreement Manager's approval, and must meet all of the conditions outlined in Section 4.1.1.1 (ii) and (iii) above.

- i. The Grantee must submit a Budget Revision Form to the City prior to the submission of the Grantee's first monthly billing to the City following the transfer.

Section 4.1.2 Payment to the Grantee shall be made in the following increments:

4.1.2.2 For the Program Period of 10/1/2016 through 9/30/2017, the payment from the City to the Grantee shall not exceed \$95,642 (*Ninety Five Thousand Six Hundred Forty Two dollars*);

4.1.2.3 For the Program Period of 10/1/2017 through 9/30/2018, the payment from the City to the Grantee shall not exceed \$95,642 (*Ninety Five Thousand Six Hundred Forty Two dollars*).

Section 4.3.1 All requests accepted and approved for payment by the City will be paid within 30 calendar days of the City's receipt of the deliverables or of the invoice, whichever is later. Requests for payment received without the information required in Section 4.2 cannot be processed, will be returned to the Grantee, and City will make no payment in connection with such request.

Section 4.4 Non-Appropriation. The awarding or continuation of this Agreement is dependent upon the availability of funding and authorization by Council. The City's payment obligations are payable only and solely from funds appropriated and available for this Agreement. The absence of appropriated or other lawfully available funds shall render the Agreement null and void to the extent funds are not appropriated or available and any deliverables delivered but unpaid shall be returned to the Grantee. The City shall provide the Grantee written notice of the failure of the City to make an adequate appropriation for any fiscal year to pay the amounts due under the Agreement, or the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under the Agreement. In the event of non- or inadequate appropriation of funds, there will be no penalty or removal fees charged to the City.

Section 4.7.1 The City agrees to pay Grantee for services rendered under this Agreement and to reimburse Grantee for actual, eligible expenses incurred and paid in accordance with all terms and conditions of this Agreement. The City shall not be liable to Grantee for any costs incurred by Grantee which are not reimbursable as set forth in Section 4.8.

Section 4.7.4 The City shall not be liable to Grantee for any costs which have been paid under other agreements or from other funds. In addition, the City shall not be liable for any costs incurred by Grantee which were: a) incurred prior to the effective date of this Agreement or outside the Agreement period as referenced in Sections 4.1.2 and 4.8.1., or b) not billed to the City within 5 business days before the due date for the Grantee's annual Contract Progress Report or Contract Closeout Summary Report, whichever is applicable.

Section 4.7.6 Grantee shall deposit and maintain all funds received under this Agreement in either a separate numbered bank account or a general operating account, either of which shall be supported with the maintenance of a separate accounting with a specific chart which reflects

specific revenues and expenditures for the monies received under this Agreement. The Grantee's accounting system must identify the specific expenditures, or portions of expenditures, against which funds under this Agreement are disbursed. Grantee must be able to produce an accounting system-generated report of exact expenses or portions of expenses charged to the City for any given time period.

Section 4.8.1 Reimbursement Only. Expenses and/or expenditures shall be considered reimbursable only if incurred during the current Program Period identified in Section 4.1.2, directly and specifically in the performance of this Agreement, and in conformance with the Agreement Exhibits. Grantee agrees that, unless otherwise specifically provided for in this Agreement, payment by the City under the terms of this Agreement is made on a reimbursement basis only; Grantee must have incurred and paid costs prior to those costs being invoiced and considered allowable under this Agreement and subject to payment by the City. Expenses incurred during the Program Period may be paid up to 30 days after the end of the Program Period and included in the Final Payment Request for the Program Period, which shall be due no later than 5 p.m. CST 5 business days before the due date for the Grantee's annual Contract Progress Report or Contract Closeout Summary Report, whichever is applicable.

Section 4.8.3 The City's prior written authorization is required in order for the following to be considered allowable costs. Inclusion in the budget within this Agreement constitutes "written authorization." The item shall be specifically identified in the budget. The City shall have the authority to make the final determination as to whether an expense is an allowable cost.

1. Alteration, construction, or relocation of facilities
2. Cash payments, including cash equivalent gift cards such as Visa, MasterCard and American Express
3. Equipment and other capital expenditures.
4. Interest, other than mortgage interest as part of a pre-approved budget under this Agreement
5. Organization costs (costs in connection with the establishment or reorganization of an organization)
6. Purchases of tangible, nonexpendable property, including fax machines, stereo systems, cameras, video recorder/players, microcomputers, software, printers, microscopes, oscilloscopes, centrifuges, balances and incubator, or any other item having a useful life of more than one year and an acquisition cost, including freight, of over \$5,000
7. Selling and marketing
8. Travel/training outside Travis County

Section 4.8.4 The following types of expenses are specifically **not allowable** with City funds under this Agreement. The City shall have the authority to make the final determination as to whether an expense is an allowable cost.

1. Alcoholic beverages
2. Bad debts
3. Compensation of trustees, directors, officers, or advisory board members, other than those acting in an executive capacity
4. Contingency provisions (funds). (Self-insurance reserves and pension funds are allowable.)
5. Defense and prosecution of criminal and civil proceedings, claims, appeals and patent infringement
6. Deferred costs
7. Depreciation
8. Donations and contributions including donated goods or space
9. Entertainment costs, other than expenses related to client incentives
10. Fines and penalties (including late fees)
11. Fundraising and development costs

12. Goods or services for officers' or employees' personal use
13. Housing and personal living expenses for organization's officers or employees
14. Idle facilities and idle capacity
15. Litigation-related expenses (including personnel costs) in action(s) naming the City as a Defendant
16. Lobbying or other expenses related to political activity
17. Losses on other agreements or casualty losses
18. Public relations costs, except reasonable, pre-approved advertising costs related directly to services provided under this Agreement
19. Taxes, other than payroll and other personnel-related levies
20. Travel outside of the United States of America

Section 4.9.5 Grantee shall provide the City with a copy of the completed Administrative and Fiscal Review (AFR) using the forms shown at <http://www.ctkodm.com/austin/>, and required AFR Attachments, including a copy of the Grantee's completed Internal Revenue Service Form 990 or 990EZ (Return of Organization Exempt from Income Tax) if applicable, for each calendar year to be due in conjunction with submission of the Grantee's annual financial audit report or financial review report as outlined in Section 4.12.4. If Grantee filed a Form 990 or Form 990EZ extension request, Grantee shall provide the City with a copy of that application of extension of time to file (IRS Form 2758) within 30 days of filing said form(s), and a copy of the final IRS Form 990 document(s) immediately upon completion.

Section 4.10.1 Grantee shall maintain written policies and procedures approved by its governing body and shall make copies of all policies and procedures available to the City upon request. At a minimum, written policies shall exist in the following areas: Financial Management; Subcontracting and/or Procurement; Equal Employment Opportunity; Personnel and Personnel Grievance; Nepotism; Non-Discrimination of Clients; Client Grievance; Drug Free Workplace; the Americans with Disabilities Act; Conflict of Interest; Whistleblower; and Criminal Background Checks.

Section 4.11.2 The City expressly reserves the right to monitor client-level data related to services provided under this Agreement. If the Grantee asserts that client-level data is legally protected from disclosure to the City, a specific and valid legal reference to this assertion must be provided and is subject to acceptance by the City's Law Department.

Section 4.11.3 Grantee shall provide the City with copies of all evaluation or monitoring reports received from other funding sources during the Agreement Term upon request following the receipt of the final report.

Section 4.12.2 If Grantee is not subject to the Single Audit Act, and expends \$750,000 or more during the Grantee's fiscal year, then Grantee shall have a full financial audit performed in accordance with Generally Accepted Auditing Standards (GAAS). If less than \$750,000 is expended, then a financial review is acceptable, pursuant to the requirements of this Agreement.

Section 4.12.4 Grantee must submit 1 Board-approved, bound hard copy of a complete financial audit report or financial review report, to include the original auditor Opinion Letter/Independent Auditor's Report within 270 calendar days of the end of Grantee's fiscal year, unless alternative arrangements are approved in writing by the City. The financial audit report or financial review report must include the Management Letter/Internal Controls Letter, if one was issued by the auditor. Grantee may not submit electronic copies of financial audit reports or financial review reports to the City. Financial audit reports or financial review reports must be provided in hard copy, and either mailed or hand-delivered to the City.

Section 4.12.6 The City will contact the Board Chair to verify that the auditor presented the financial audit report/financial review report to the Grantee's Board of Directors or a committee of the Board.

- i. Grantee's Board Chair must submit a signed and dated copy of the APH Board Certification form to the City as verification.

A signed and dated copy of the APH Board Certification form will be due to the City with the financial audit report/financial review report. The City will deem the financial audit report/financial review report incomplete if the Grantee fails to submit the Board Certification form, as required by this Section.

Section 8.6 **Business Continuity**. Grantee warrants that it has adopted a business continuity plan that describes how Grantee will continue to provide services in the event of an emergency or other unforeseen event, and agrees to maintain the plan on file for review by the City. Grantee shall provide a copy of the plan to the City's Agreement Manager upon request at any time during the term of this Agreement, and the requested information regarding the Business Continuity Plan shall appear in the annual Administrative and Fiscal Review document.

Section 8.21.1.4 require that all Subgrantees obtain and maintain, throughout the term of their Subagreement, insurance in the type required by this Agreement, and in amounts appropriate for the amount of the Subagreement, with the City being a named insured as its interest shall appear;

5.0 The following Terms and Conditions have been ADDED to the Agreement:

Section 4.3.3.8 identification of previously reimbursed expenses determined to be unallowable after payment was made.

Section 4.10.2 Grantee shall provide the City with copies of revised Articles of Incorporation and Doing Business As (DBA) certificates (if applicable) within 14 calendar days of receipt of the notice of filing by the Secretary of State's office. Grantee shall provide the City with copies of revised By-Laws within 14 calendar days of their approval by the Grantee's governing body.

Section 8.6.1 Grantee agrees to participate in the City's Emergency Preparedness and Response Plan and other disaster planning processes. Grantee participation includes assisting the City to provide disaster response and recovery assistance to individuals and families impacted by manmade or natural disasters.

Section 8.21.1.6 maintain and make available to the City, upon request, Certificates of Insurance for all Subgrantees.

Section 8.27 **Public Information Act**. Grantee acknowledges that the City is required to comply with Chapter 552 of the Texas Government Code (Public Information Act). Under the Public Information Act, this Agreement and all related information within the City's possession or to which the City has access are presumed to be public and will be released unless the information is subject to an exception described in the Public Information Act.

Section 8.28 **HIPAA Standards**. As applicable, Grantee and Subgrantees are required to develop and maintain administrative safeguards to ensure the confidentiality of all protected client information, for both electronic and non-electronic records, as established in the Health Insurance Portability and Accountability Act (HIPAA) Standards CFR 160 and 164, and to comply with all other applicable federal, state, and local laws and policies applicable to the confidentiality of protected client information. Grantee must maintain HIPAA-compliant Business Associate agreements with each entity with which it may share any protected client information.

8.28.1 Business Associate Agreement. If performance of this Agreement involves the use or disclosure of Protected Health Information (PHI), as that term is defined in 45 C.F.R. § 160.103, then Grantee acknowledges and agrees to comply with the terms and conditions contained in the Business Associate Agreement, attached as Exhibit E.

Section 8.29 Political and Sectarian Activity. No portion of the funds received by the Grantee under this Agreement shall be used for any political activity (including, but not limited to, any activity to further the election or defeat of any candidate for public office) or any activity undertaken to influence the passage, defeat, or final content of legislation; or for any sectarian or religious purposes.

Section 8.30 Culturally and Linguistically Appropriate Standards (CLAS). The City is committed to providing effective, equitable, understandable and respectful quality care and services that are responsive to diverse cultural beliefs and practices, preferred languages, health literacy, and other communication needs. This commitment applies to services provided directly by the City as well as services provided through its Grantees. Grantee and its Subgrantees agree to implement processes and services in a manner that is culturally and linguistically appropriate and competent. Guidance on adopting such standards and practices are available at the U.S. Department of Health and Human Services Office of Minority Health's website at <https://minorityhealth.hhs.gov/omh/browse.aspx?lvl=1&lvlid=6>.

In some instances, failure to provide language assistance services may have the effect of discriminating against persons on the basis of their natural origin. Guidelines for serving individuals with Limited English Proficiency (LEP) are available at <https://www.lep.gov/faqs/faqs.html>.

6.0 MBE/WBE goals were not established for this Contract.

7.0 Based on the criteria in the City of Austin Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Contract.

8.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.

9.0 All other Contract terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

CONTRACTOR

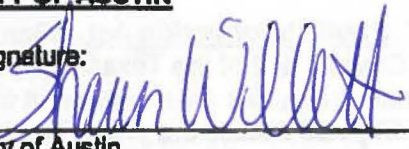
Signature: _____


THE SAFE ALLIANCE DBA SAFE
Kelly White, Chief Executive Officer
P.O. Box 19454
Austin, TX 78757

Date: 3/7/17

CITY OF AUSTIN

Signature: _____


City of Austin
Purchasing Office
PO Box 1088
Austin, TX 78767

Date: 4/10/17

Program Budget and Narrative

	<i>1</i>	<i>Period 2</i>	<i>3</i>	<i>Contract Start 9/1/2015 Contract End 9/30/2018</i>
<i>Period Start Date</i>	9/1/2015	10/1/2016	10/1/2017	
<i>Period End Date</i>	9/30/2016	9/30/2017	9/30/2018	Total
<i>Salary plus Benefits</i>	\$93,492.00	\$95,642.00	\$95,642.00	\$284,776.00
<i>General Operations Expenses</i>	\$0.00	\$0.00	\$0.00	\$0.00
<i>Program Subcontractors</i>	\$0.00	\$0.00	\$0.00	\$0.00
<i>Staff Travel</i>	\$0.00	\$0.00	\$0.00	\$0.00
<i>Conferences</i>	\$0.00	\$0.00	\$0.00	\$0.00
<i>Operations SubTotal</i>	\$0.00	\$0.00	\$0.00	\$0.00
<i>Food and Beverages for Clients</i>	\$0.00	\$0.00	\$0.00	\$0.00
<i>Financial Direct Assistance to Clients</i>	\$0.00	\$0.00	\$0.00	\$0.00
<i>Other Assistance Amount</i>	\$0.00	\$0.00	\$0.00	\$0.00
<i>Direct Assistance SubTotal</i>	\$0.00	\$0.00	\$0.00	\$0.00
<i>Capital Outlay Amount</i>	\$0.00	\$0.00	\$0.00	\$0.00
Total	\$93,492.00	\$95,642.00	\$95,642.00	\$284,776.00
<i>Total Period Percentage</i>	32.83	33.58	33.58	

Detailed Budget Narrative**Salaries plus Benefits**

Annual staff salaries for Youth Care Workers plus fringe benefits proportionate to percent of City funded salaries. Fringe includes employer paid FICA, Health Insurance, Dental Insurance, Vision Insurance, Life, 403B

General Op Expenses**Program Subcontractors****Staff Travel****Conferences****Food and Beverage****Financial Assistance****Other Assistance****Capital Outlay**

BUSINESS ASSOCIATE AGREEMENT PROVISIONS

This Business Associate Agreement (the "Agreement"), is made by and between the Grantee (Business Associate) and the City (Covered Entity) (collectively the "Parties") to comply with privacy standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 C.F.R. parts 160 and 164 ("the Privacy Rule") and security standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 C.F.R. parts 160, 162 and 164, subpart C ("the Security Rule"), and the Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 and regulations promulgated there under and any applicable state confidentiality laws.

RECITALS

WHEREAS, Business Associate provides services outlined in Exhibit A.1 to or on behalf of Covered Entity;

WHEREAS, in connection with these services, Covered Entity discloses to Business Associate certain protected health information that is subject to protection under the HIPAA Rules; and

WHEREAS, the HIPAA Rules require that Covered Entity receive adequate assurances that Business Associate will comply with certain obligations with respect to the PHI received, maintained, or transmitted in the course of providing services to or on behalf of Covered Entity.

NOW THEREFORE, in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- A. Definitions. Terms used herein, but not otherwise defined, shall have meaning ascribed by the Privacy Rule and the Security Rule.
1. Breach. "Breach" shall have the same meaning as the term "breach" in 45 C.F.R. §164.502.
 2. Business Associate. "Business Associate" shall have the same meaning as the term "business associate" in 45 C.F.R. §160.103 and in reference to the party to this agreement, shall mean Grantee.
 3. Covered Entity. "Covered Entity" shall have the same meaning as the term "covered entity" in 45 C.F.R. §160.103 and in reference to the party to this agreement shall mean The City of Austin.
 4. Designated Record Set. "Designated Record Set" shall mean a group of records maintained by or for a Covered Entity that is: (i) the medical records and billing records about Individuals maintained by or for a covered health care provider; (ii) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (iii) used, in whole or in part, by or for the covered entity to make decisions about Individuals. For purposes of

this definition, the term "record" means any item, collection, or grouping of information that includes protected health information and is maintained, collected, used, or disseminated by or for a covered entity.

5. HIPAA Rules. The Privacy Rule and the Security Rule and amendments codified and promulgated by the HITECH Act are referred to collectively herein as "HIPAA Rules."
 6. Individual. "Individual" shall mean the person who is the subject of the protected health information.
 7. Incident. "Incident" means a potential or attempted unauthorized access, use, disclosure, modification, loss or destruction of PHI, which has the potential for jeopardizing the confidentiality, integrity or availability of the PHI.
 8. Protected Health Information ("PHI"). "Protected Health Information" or PHI shall have the same meaning as the term "protected health information" in 45 C.F.R. §160.103, limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of covered entity pursuant to this Agreement.
 9. Required by Law. "Required by Law" shall mean a mandate contained in law that compels a use or disclosure of PHI.
 10. Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her Designee.
 11. Sensitive Personal Information. "Sensitive Personal Information" shall mean an individual's first name or first initial and last name in combination with any one or more of the following items, if the name and the items are not encrypted: a) social security number; driver's license number or government-issued identification number; or account number or credit or debit card number in combination with any required security code, access code, or password that would permit access to an individual's financial account; or b) information that identifies an individual and relates to: the physical or mental health or condition of the individual; the provision of health care to the individual; or payment for the provision of health care to the individual.
 12. Subcontractor. "subcontractor" shall have the same meaning as the term "subcontractor" in 45 C.F.R. §160.103.
 13. Unsecured PHI. "Unsecured PHI" shall mean PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in the guidance issued under section 13402(h)(2) of Public Law 111-5.
- B. Purposes for which PHI May Be Disclosed to Business Associate. In connection with the services provided by Business Associate to or on behalf of Covered Entity described in this

Agreement, Covered Entity may disclose PHI to Business Associate for the purposes of providing a social service.

C. Obligations of Covered Entity. If deemed applicable by Covered Entity, Covered Entity shall:

1. provide Business Associate a copy of its Notice of Privacy Practices ("Notice") produced by Covered Entity in accordance with 45 C.F.R. 164.520 as well as any changes to such Notice;
2. provide Business Associate with any changes in, or revocation of, authorizations by Individuals relating to the use and/or disclosure of PHI, if such changes affect Business Associate's permitted or required uses and/or disclosures;
3. notify Business Associate of any restriction to the use and/or disclosure of PHI to which Covered Entity has agreed in accordance with 45 C.F.R. 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI;
4. not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered entity;
5. notify Business Associate of any amendment to PHI to which Covered Entity has agreed that affects a Designated Record Set maintained by Business Associate;
6. if Business Associate maintains a Designated Record Set, provide Business Associate with a copy of its policies and procedures related to an Individual's right to: access PHI; request an amendment to PHI; request confidential communications of PHI; or request an accounting of disclosures of PHI; and,
7. direct, review and control notification made by the Business Associate of individuals of breach of their Unsecured PHI in accordance with the requirements set forth in 45 C.F.R. §164.404.

D. Obligations of Business Associate. Business Associate agrees to comply with applicable federal and state confidentiality and security laws, specifically the provisions of the HIPAA Rules applicable to business associates, including:

1. Use and Disclosure of PHI. Except as otherwise permitted by this Agreement or applicable law, Business Associate shall not use or disclose PHI except as necessary to provide Services described above to or on behalf of Covered Entity, and shall not use or disclose PHI that would violate the HIPAA Rules if used or disclosed by Covered Entity. Also, knowing that there are certain restrictions on disclosure of PHI. Provided, however, Business Associate may use and disclose PHI as necessary for the proper management and administration of Business Associate, or to carry out its legal responsibilities. Business Associate shall in such cases:

- (a) provide information and training to members of its workforce using or disclosing PHI regarding the confidentiality requirements of the HIPAA Rules and this Agreement;
 - (b) obtain reasonable assurances from the person or entity to whom the PHI is disclosed that: (a) the PHI will be held confidential and further used and disclosed only as Required by Law or for the purpose for which it was disclosed to the person or entity; and (b) the person or entity will notify Business Associate of any instances of which it is aware in which confidentiality of the PHI has been breached; and
 - (c) agree to notify the designated Privacy Officer of Covered Entity of any instances of which it is aware in which the PHI is used or disclosed for a purpose that is not otherwise provided for in this Agreement or for a purpose not expressly permitted by the HIPAA Rules.
- 2. Data Aggregation. In the event that Business Associate works for more than one Covered Entity, Business Associate is permitted to use and disclose PHI for data aggregation purposes, however, only in order to analyze data for permitted health care operations, and only to the extent that such use is permitted under the HIPAA Rules.
- 3. De-identified Information. Business Associate may use and disclose de-identified health information if written approval from the Covered Entity is obtained, and the PHI is de-identified in compliance with the HIPAA Rules. Moreover, Business Associate shall review and comply with the requirements defined under Section E. of this Agreement.
- 4. Safeguards.
 - (a) Business Associate shall maintain appropriate safeguards to ensure that PHI is not used or disclosed other than as provided by this Agreement or as Required by Law. Business Associate shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any paper or electronic PHI it creates, receives, maintains, or transmits on behalf of Covered Entity.
 - (b) Business Associate shall assure that all PHI be secured when accessed by Business Associate's employees, agents or subcontractor. Any access to PHI by Business Associate's employees, agents or subcontractors shall be limited to legitimate business needs while working with PHI. Any personnel changes by Business Associate, eliminating the legitimate business needs for employees, agents or contractors access to PHI – either by revision of duties or termination – shall be immediately reported to Covered Entity. Such reporting shall be made no later than the third business day after the personnel change becomes effective.

5. Minimum Necessary. Business Associate shall ensure that all uses and disclosures of PHI are subject to the principle of "minimum necessary use and disclosure," i.e., that only PHI that is the minimum necessary to accomplish the intended purpose of the use, disclosure, or request is used or disclosed; and, the use of limited data sets when possible.
6. Disclosure to Agents and Subcontractors. If Business Associate discloses PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, to agents, including a subcontractor, Business Associate shall require the agent or subcontractor to agree to the same restrictions and conditions as apply to Business Associate under this Agreement. Business Associate shall ensure that any agent, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect the confidentiality, integrity, and availability of the paper or electronic PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity. Business Associate shall be liable to Covered Entity for any acts, failures or omissions of the agent or subcontractor in providing the services as if they were Business Associate's own acts, failures or omissions, to the extent permitted by law. Business Associate further expressly warrants that its agents or subcontractors will be specifically advised of, and will comply in all respects with, the terms of this Agreement.
7. Individual Rights Regarding Designated Record Sets. If Business Associate maintains a Designated Record Set on behalf of Covered Entity Business Associate agrees as follows:
 - (a) Individual Right to Copy or Inspection. Business Associate agrees that if it maintains a Designated Record Set for Covered Entity that is not maintained by Covered Entity, it will permit an Individual to inspect or copy PHI about the Individual in that set as directed by Covered Entity to meet the requirements of 45 C.F.R. § 164.524. If the PHI is in electronic format, the Individual shall have a right to obtain a copy of such information in electronic format and, if the Individual chooses, to direct that an electronic copy be transmitted directly to an entity or person designated by the individual in accordance with HITECH section 13405 (c). Under the Privacy Rule, Covered Entity is required to take action on such requests as soon as possible, but not later than 30 days following receipt of the request. Business Associate agrees to make reasonable efforts to assist Covered Entity in meeting this deadline. The information shall be provided in the form or format requested if it is readily producible in such form or format; or in summary, if the Individual has agreed in advance to accept the information in summary form. A reasonable, cost-based fee for copying health information may be charged. If Covered Entity maintains the requested records, Covered Entity, rather than Business Associate shall permit access according to its policies and procedures implementing the Privacy Rule.

- (b) Individual Right to Amendment. Business Associate agrees, if it maintains PHI in a Designated Record Set, to make amendments to PHI at the request and direction of Covered Entity pursuant to 45 C.F.R. §164.526. If Business Associate maintains a record in a Designated Record Set that is not also maintained by Covered Entity, Business Associate agrees that it will accommodate an Individual's request to amend PHI only in conjunction with a determination by Covered Entity that the amendment is appropriate according to 45 C.F.R. §164.526.
 - (c) Accounting of Disclosures. Business Associate agrees to maintain documentation of the information required to provide an accounting of disclosures of PHI, whether PHI is paper or electronic format, in accordance with 45 C.F.R. §164.528 and HITECH Sub Title D Title VI Section 13405 (c), and to make this information available to Covered Entity upon Covered Entity's request, in order to allow Covered Entity to respond to an Individual's request for accounting of disclosures. Under the Privacy Rule, Covered Entity is required to take action on such requests as soon as possible but not later than 60 days following receipt of the request. Business Associate agrees to use its best efforts to assist Covered Entity in meeting this deadline but not later than 45 days following receipt of the request. Such accounting must be provided without cost to the individual or Covered Entity if it is the first accounting requested by an individual within any 12 month period; however, a reasonable, cost-based fee may be charged for subsequent accountings if Business Associate informs the individual in advance of the fee and is afforded an opportunity to withdraw or modify the request. Such accounting is limited to disclosures that were made in the six (6) years prior to the request (not including disclosures prior to the compliance date of the Privacy Rule) and shall be provided for as long as Business Associate maintains the PHI.
8. Internal Practices, Policies and Procedures. Except as otherwise specified herein, Business Associate shall make available its internal practices, books, records, policies and procedures relating to the use and disclosure of PHI, received from or on behalf of Covered Entity to the Secretary or his or her agents for the purpose of determining Covered Entity's compliance with the HIPAA Rules, or any other health oversight agency, or to Covered Entity. Records requested that are not protected by an applicable legal privilege will be made available in the time and manner specified by Covered Entity or the Secretary.
9. Notice of Privacy Practices. Business Associate shall abide by the limitations of Covered Entity's Notice of which it has knowledge. Any use or disclosure permitted by this Agreement may be amended by changes to Covered Entity's Notice; provided, however, that the amended Notice shall not affect permitted uses and disclosures on which Business Associate relied prior to receiving notice of such amended Notice.

10. Withdrawal of Authorization. If the use or disclosure of PHI in this Agreement is based upon an Individual's specific authorization for the use or disclosure of his or her PHI, and the Individual revokes such authorization, the effective date of such authorization has expired, or such authorization is found to be defective in any manner that renders it invalid, Business Associate shall, if it has notice of such revocation, expiration, or invalidity, cease the use and disclosure of the Individual's PHI except to the extent it has relied on such use or disclosure, or if an exception under the Privacy Rule expressly applies.
11. Knowledge of HIPAA Rules. Business Associate agrees to review and understand the HIPAA Rules as it applies to Business Associate, and to comply with the applicable requirements of the HIPAA Rule, as well as any applicable amendments.
12. Information Incident Notification for PHI. Business Associate will report any successful Incident of which it becomes aware and at the request of the Covered Entity, will identify: the date of the Incident, scope of Incident, Business Associate's response to the Incident, and the identification of the party responsible for causing the Incident.
13. Information Breach Notification for PHI. Business Associate expressly recognizes that Covered Entity has certain reporting and disclosure obligations to the Secretary and the Individual in case of a security breach of unsecured PHI. Where Business Associate accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds, uses or discloses unsecured paper or electronic PHI, Business Associate immediately following the "discovery" (within the meaning of 45 C.F.R. §164.410(a)) of a breach of such information, shall notify Covered Entity of such breach. Initial notification of the breach does not need to be in compliance with 45 C.F.R. §164.404(c); however, Business Associate must provide Covered Entity with all information necessary for Covered Entity to comply with 45 C.F.R. §164.404(c) without reasonable delay, and in no case later than three days following the discovery of the breach. Business Associate shall be liable for the costs associated with such breach if caused by the Business Associate's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Business Associate's agents, officers, employees or subcontractors.
14. Breach Notification to Individuals. Business Associate's duty to notify Covered Entity of any breach does not permit Business Associate to notify those individuals whose PHI has been breached by Business Associate without the express written permission of Covered Entity to do so. Any and all notification to those individuals whose PHI has been breached shall be made by the Business Associate under the direction, review and control of Covered Entity. The Business Associate will notify the Covered Entity via telephone with follow-up in writing to include; name of individuals whose PHI was breached, information breached, date of breach, form of breach, etc. The cost of the notification will be paid by the Business Associate.
15. Information Breach Notification for Other Sensitive Personal Information. In addition to the reporting under Section D.12, Business Associate shall notify

Covered Entity of any breach of computerized Sensitive Personal Information (as determined pursuant to Title 11, subtitle B, chapter 521, Subchapter A, Section 521.053, Texas Business & Commerce Code) to assure Covered Entity's compliance with the notification requirements of Title 11, Subtitle B, Chapter 521, Subchapter A, Section 521.053, Texas Business & Commerce Code. Accordingly, Business Associate shall be liable for all costs associated with any breach caused by Business Associate's negligent or willful acts or omissions, or those negligent or willful acts or omissions of Business Associate's agents, officers, employees or subcontractors.

- E. Permitted Uses and Disclosures by Business Associates. Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Business Associates Agreement or in a Master Services Agreement, provided that such use or disclosure would not violate the HIPAA Rules if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity. Also, Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with the HIPAA Rules.
1. Use. Business Associate will not, and will ensure that its directors, officers, employees, contractors and other agents do not, use PHI other than as permitted or required by Business Associate to perform the Services or as required by law, but in no event in any manner that would constitute a violation of the Privacy Standards or Security standards if used by Covered Entity.
 2. Disclosure. Business Associate will not, and will ensure that its directors, officers, employees, contractors, and other agents do not, disclose PHI other than as permitted pursuant to this arrangement or as required by law, but in no event disclose PHI in any manner that would constitute a violation of the Privacy Standards or Security Standards if disclosed by Covered Entity.
 3. Business Associate acknowledges and agrees that Covered Entity owns all right, title, and interest in and to all PHI, and that such right, title, and interest will be vested in Covered Entity. Neither Business Associate nor any of its employees, agents, consultants or assigns will have any rights in any of the PHI, except as expressly set forth above. Business Associate represents, warrants, and covenants that it will not compile and/or distribute analyses to third parties using any PHI without Covered Entity's express written consent.
- F. Application of Security and Privacy Provisions to Business Associate.
1. Security Measures. Sections 164.308, 164.310, 164.312 and 164.316 of Title 45 of the Code of Federal Regulations dealing with the administrative, physical and technical safeguards as well as policies, procedures and documentation requirements that apply to Covered Entity shall in the same manner apply to Business Associate. Any additional security requirements contained in Sub Title D of Title IV of the HITECH Act that apply to Covered Entity shall also apply to Business Associate. Pursuant to

the foregoing requirements in this section, the Business Associate will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the paper or electronic PHI that it creates, has access to, or transmits. Business Associate will also ensure that any agent, including a subcontractor, to whom it provides such information, agrees to implement reasonable and appropriate safeguards to protect such information. Business Associate will ensure that PHI contained in portable devices or removable media is encrypted.

2. Annual Guidance. For the first year beginning after the date of the enactment of the HITECH Act and annually thereafter, the Secretary shall annually issue guidance on the most effective and appropriate technical safeguards for use in carrying out the sections referred to in subsection (a) and the security standards in subpart C of part 164 of title 45, Code of Federal Regulations. Business Associate shall, at their own cost and effort, monitor the issuance of such guidance and comply accordingly.
3. Privacy Provisions. The enhanced HIPAA privacy requirements including but not necessarily limited to accounting for certain PHI disclosures for treatment, restrictions on the sale of PHI, restrictions on marketing and fundraising communications, payment and health care operations contained Subtitle D of the HITECH Act that apply to the Covered entity shall equally apply to the Business Associate.
4. Application of Civil and Criminal Penalties. If Business Associate violates any security or privacy provision specified in subparagraphs (1) and (2) above, sections 1176 and 1177 of the Social Security Act (42 U.S.C. 1320d-5, 1320d-6) shall apply to Business Associate with respect to such violation in the same manner that such sections apply to Covered Entity if it violates such provisions.

G. Term and Termination.

1. Term. This Agreement shall be effective as of the Effective Date and shall be terminated when all PHI provided to Business Associate by Covered Entity, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity.
2. Termination for Cause. Upon Covered entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
 - a. Provide an opportunity for Business Associate to cure the breach within 30 days of written notice of such breach or end the violation and terminate this Agreement, whether it is in the form of a stand alone agreement or an addendum to a Master Services Agreement, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; or
 - b. Immediately terminate this Agreement whether it is in the form of a stand alone agreement or an addendum to a Master Services Agreement if

Business associate has breached a material term of this Agreement and cure is not possible.

3. **Effect of Termination.** Upon termination of this Agreement for any reason, Business Associate agrees to return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, maintained by Business Associate in any form. If Business Associate determines that the return or destruction of PHI is not feasible, Business Associate shall inform Covered Entity in writing of the reason thereof, and shall agree to extend the protections of this Agreement to such PHI and limit further uses and disclosures of the PHI to those purposes that make the return or destruction of the PHI not feasible for so long as Business Associate retains the PHI.

H. **Miscellaneous.**

1. **Indemnification.** To the extent permitted by law, Business Associate agrees to indemnify and hold harmless Covered Entity from and against all claims, demands, liabilities, judgments or causes of action of any nature for any relief, elements of recovery or damages recognized by law (including, without limitation, attorney's fees, defense costs, and equitable relief), for any damage or loss incurred by Covered Entity arising out of, resulting from, or attributable to any acts or omissions or other conduct of Business Associate or its agents in connection with the performance of Business Associate's or its agents' duties under this Agreement. This indemnity shall apply even if Covered Entity is alleged to be solely or jointly negligent or otherwise solely or jointly at fault; provided, however, that a trier of fact finds Covered Entity not to be solely or jointly negligent or otherwise solely or jointly at fault. This indemnity shall not be construed to limit Covered Entity's rights, if any, to common law indemnity.

Covered Entity shall have the option, at its sole discretion, to employ attorneys selected by it to defend any such action, the costs and expenses of which shall be the responsibility of Business Associate. Covered Entity shall provide Business Associate with timely notice of the existence of such proceedings and such information, documents and other cooperation as reasonably necessary to assist Business Associate in establishing a defense to such action.

These indemnities shall survive termination of this Agreement, and Covered Entity reserves the right, at its option and expense, to participate in the defense of any suit or proceeding through counsel of its own choosing.

2. **Mitigation.** If Business Associate violates this Agreement or either of the HIPAA Rules, Business Associate agrees to mitigate any damage caused by such breach.
3. **Rights of Proprietary Information.** Covered Entity retains any and all rights to the proprietary information, confidential information, and PHI it releases to Business Associate.
4. **Survival.** The respective rights and obligations of Business Associate under Section E.3 of this Agreement shall survive the termination of this Agreement.

5. Notices. Any notices pertaining to this Agreement shall be given in writing and shall be deemed duly given when personally delivered to a Party or a Party's authorized representative as listed in Section 8.7 of the agreement between the City and Grantee or sent by means of a reputable overnight carrier, or sent by means of certified mail, return receipt requested, postage prepaid. A notice sent by certified mail shall be deemed given on the date of receipt or refusal of receipt.
6. Amendments. This Agreement may not be changed or modified in any manner except by an instrument in writing signed by a duly authorized officer of each of the Parties hereto. The Parties, however, agree to amend this Agreement from time to time as necessary, in order to allow Covered Entity to comply with the requirements of the HIPAA Rules.
7. Choice of Law. This Agreement and the rights and the obligations of the Parties hereunder shall be governed by and construed under the laws of the State of Texas without regard to applicable conflict of laws principles.
8. Assignment of Rights and Delegation of Duties. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective successors and permitted assigns. However, neither Party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Notwithstanding any provisions to the contrary, however, Covered Entity retains the right to assign or delegate any of its rights or obligations hereunder to any of its wholly owned subsidiaries, affiliates or successor companies. Assignments made in violation of this provision are null and void.
9. Nature of Agreement. Nothing in this Agreement shall be construed to create (i) a partnership, joint venture or other joint business relationship between the Parties or any of their affiliates, (ii) any fiduciary duty owed by one Party to another Party or any of its affiliates, or (iii) a relationship of employer and employee between the Parties.
10. No Waiver. Failure or delay on the part of either Party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. No provision of this Agreement may be waived by either Party except by a writing signed by an authorized representative of the Party making the waiver.
11. Equitable Relief. Any disclosure of misappropriation of PHI by Business Associate in violation of this Agreement will cause Covered Entity irreparable harm, the amount of which may be difficult to ascertain. Business Associate therefore agrees that Covered Entity shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining Business Associate from any such further disclosure or breach, and for such other relief as Covered Entity shall deem appropriate. Such rights are in addition to any other remedies available to Covered Entity at law or in equity. Business Associate expressly waives the defense that a remedy in damages will be adequate, and further waives any requirement in an action for specific performance or injunction for the posting of a bond by Covered Entity.

12. Severability. The provisions of this Agreement shall be severable, and if any provision of this Agreement shall be held or declared to be illegal, invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect as though such illegal, invalid or unenforceable provision had not been contained herein.
13. No Third Party Beneficiaries. Nothing in this Agreement shall be considered or construed as conferring any right or benefit on a person not a party to this Agreement nor imposing any obligations on either Party hereto to persons not a party to this Agreement.
14. Headings. The descriptive headings of the articles, sections, subsections, exhibits and schedules of this Agreement are inserted for convenience only, do not constitute a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement.
15. Entire Agreement. This Agreement, together with all Exhibits, Riders and amendments, if applicable, which are fully completed and signed by authorized persons on behalf of both Parties from time to time while this Agreement is in effect, constitutes the entire Agreement between the Parties hereto with respect to the subject matter hereof and supersedes all previous written or oral understandings, agreements, negotiations, commitments, and any other writing and communication by or between the Parties with respect to the subject matter hereof. In the event of any inconsistencies between any provisions of this Agreement in any provisions of the Exhibits, Riders, or amendments, the provisions of this Agreement shall control.
16. Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Rules and any applicable state confidentiality laws. The provisions of this Agreement shall prevail over the provisions of any other agreement that exists between the Parties that may conflict with, or appear inconsistent with, any provision of this Agreement or the HIPAA Rules.
17. Regulatory References. A citation in this Agreement to the Code of Federal Regulations shall mean the cited section as that section may be amended from time to time.



Amendment No. 2
to
Contract No. NG150000013
for
Social Services
Between
Austin Children's Shelter dba Austin Children's Services
and the
City of Austin

1.0 The Contract is hereby amended as follows: Change the vendor name as requested and documented by the vendor. Effective January 1, 2017

	From	To
Vendor Name	Austin Children's Shelter dba Austin Children's Services	The SAFE Alliance dba SAFE
Vendor Code	AUS0512000	AUS0512000
FEIN	[REDACTED]	[REDACTED]

2.0 All other terms and conditions of the Contract remain unchanged and in full force and effect.

BY THE SIGNATURE affixed below, this Amendment No.2 is hereby incorporated into and made a part of the Contract.

A handwritten signature in cursive script that reads "Linell Goodin-Brown".

Linell Goodin-Brown
Contract Compliance Supervisor
City of Austin, Purchasing Office

2-13-17

Date



Amendment No. 1
to
Contract No. NG150000013
for
Social Services
between
AUSTIN CHILDREN'S SHELTER
DBA
AUSTIN CHILDREN'S SERVICES
and the
CITY OF AUSTIN

- 1.0 The City of Austin and the Contractor hereby agree to the contract revisions listed below.
- 2.0 The total amount for this Amendment to the Contract is ***Fifteen Thousand Eight Hundred Seventy Six dollars (\$15,876)***. The total Contract amount is recapped below:

Term	Contract Change Amount	Total Contract Amount
Basic Term: (Sept. 1, 2015 – Sept. 30, 2018)	n/a	\$ 264,600
Amendment No. 1: Add funds to Contract and modify Exhibits	\$ 15,876	\$ 280,476

- 3.0 The following changes have been made to the original contract EXHIBITS:

Exhibit A.2 -- Program Performance Measures is deleted in its entirety and replaced with a new **Exhibit A.2 -- Program Performance Measures**. [Revised 3/25/2016]

Exhibit B.1 -- Program Budget and Narrative is deleted in its entirety and replaced with a new **Exhibit B.1 -- Program Budget and Narrative**. [Revised 3/25/2016]

- 4.0 The following contract TERMS and CONDITIONS have been revised:

Section 4.1 [Contract Amount]. The Grantee acknowledges and agrees that, notwithstanding any other provision of this Contract, the maximum amount payable by the City under this Contract for the initial thirty-seven (37) month term shall not exceed the amount approved by City Council, which is **\$280,476 (Two Hundred Eighty Thousand Four Hundred Seventy Six dollars)**, and \$93,492 (*Ninety Three Thousand Four Hundred Ninety Two dollars*) per twelve (12) month extension option, for a total Contract amount of \$560,952. Continuation of the Contract beyond the initial thirty-seven (37) months is specifically contingent upon the availability and allocation of funding by City Council.

Section 4.1.2 Payment to the Grantee shall be made in the following increments:

4.1.2.1 For the Program Period of September 1, 2015 through September 30, 2016, the payment from the City to the Grantee shall not exceed \$93,492 (*Ninety Three Thousand Four Hundred Ninety Two dollars*);

4.1.2.2 For the Program Period of October 1, 2016 through September 30, 2017, the payment from the City to the Grantee shall not exceed \$93,492 (*Ninety Three Thousand Four Hundred Ninety Two dollars*);

4.1.2.3 For the Program Period of October 1, 2017 through September 30, 2018, the payment from the City to the Grantee shall not exceed \$93,492 (*Ninety Three Thousand Four Hundred Ninety Two dollars*).

5.0 MBE/WBE goals were not established for this Contract.

6.0 Based on the criteria in the City of Austin Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Contract.

7.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.

8.0 All other Contract terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced Contract.

CONTRACTOR

Signature:

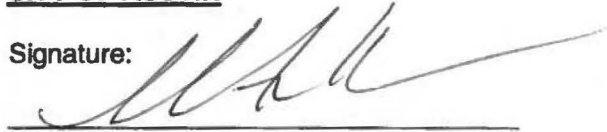


AUSTIN CHILDREN'S SHELTER DBA
AUSTIN CHILDREN'S SERVICES
Stacy Bruce, Executive Director
4800 Manor Road
Austin, TX 78723

Date: 3/28/2016

CITY OF AUSTIN

Signature:



City of Austin
Purchasing Office
PO Box 1088
Austin, TX 78767

Date: 05-03-16

Program Performance Measures

		<i>Period</i>			<i>Contract Term</i>
		<i>1</i>	<i>2</i>	<i>3</i>	
	<i>Start Date</i>	10/1/2015	10/1/2016	10/1/2017	9/1/2015
	<i>End Date</i>	9/30/2016	9/30/2017	9/30/2018	9/30/2018

Outputs		<i>Period</i>			<i>Contract Term **</i>
		<i>1</i>	<i>2*</i>	<i>3*</i>	
<i>ID</i>	<i>Output Measure Description</i>				
1	Total Number of Unduplicated Clients Served	9	9	9	20

Outcomes		<i>Period</i>			<i>Contract Term **</i>
		<i>1</i>	<i>2*</i>	<i>3*</i>	
<i>ID</i>	<i>Outcome Measure Description</i>				
	Number of individuals making progress on their treatment plan goal(s)	55	55	55	131
3B	Number of individuals evaluated for progress on treatment plan goals(s)	69	69	69	165
	Percent of individuals making progress toward their treatment plan goals	79.71	79.71	79.71	79.39

* Goal Served May Include Carry-Over From Previous Period

** Goal Served Spans Contract Term / May Not Include Carry-Over / Clients Served Must Be < or = Sum of Periods)

Created: 4/20/2015 2:54:00 PM

Last Modified, If Applicable: 3/25/2016 1:31:00 PM

Program Budget and Narrative

	<i>1</i>	<i>Period 2</i>	<i>3</i>	<i>Contract Start Contract End</i>	<i>9/1/2015 9/30/2018</i>
<i>Period Start Date</i>	9/1/2015	10/1/2016	10/1/2017		
<i>Period End Date</i>	9/30/2016	9/30/2017	9/30/2018	Total	
<i>Salary plus Benefits</i>	\$93,492.00	\$93,492.00	\$93,492.00	\$280,476.00	
<i>General Operations Expenses</i>	\$0.00	\$0.00	\$0.00	\$0.00	
<i>Program Subcontractors</i>	\$0.00	\$0.00	\$0.00	\$0.00	
<i>Staff Travel</i>	\$0.00	\$0.00	\$0.00	\$0.00	
<i>Conferences</i>	\$0.00	\$0.00	\$0.00	\$0.00	
<i>Operations SubTotal</i>	\$0.00	\$0.00	\$0.00	\$0.00	
<i>Food and Beverages for Clients</i>	\$0.00	\$0.00	\$0.00	\$0.00	
<i>Financial Direct Assistance to Clients</i>	\$0.00	\$0.00	\$0.00	\$0.00	
<i>Other Assistance Amount</i>	\$0.00	\$0.00	\$0.00	\$0.00	
<i>Direct Assistance SubTotal</i>	\$0.00	\$0.00	\$0.00	\$0.00	
<i>Capital Outlay Amount</i>	\$0.00	\$0.00	\$0.00	\$0.00	
Total	\$93,492.00	\$93,492.00	\$93,492.00	\$280,476.00	
<i>Total Period Percentage</i>	33.33	33.33	33.33		

Detailed Budget Narrative

Salaries plus Benefits

Annual staff salaries for Youth Care Workers plus fringe benefits proportionate to percent of City funded salaries. Fringe includes employer paid FICA, Health Insurance, Dental Insurance, Vision Insurance, Life, 403B

General Op Expenses

Program Subcontractors

Staff Travel

Conferences

Food and Beverage

Financial Assistance

Other Assistance

Capital Outlay



AUSTIN CHILDREN'S SHELTER

4800 Manor Road Austin, Texas 78723
phone 512.499.0090 fax 512.590.8664
www.austinchildrenshelter.org

City of Austin - 2014 Self-Sufficiency Continuum for Social Services
Solicitation No: EAD0116

Envelope #2

Application Documents

Contents

1. Offer Sheet
2. Executive Summary
3. Application (Parts I, II, III & IV)
4. Attachments
 - Monitoring Reports received within the previous 2 years
 - Resumes of Key Staff
 - ACS Policy #304 – Tobacco-Free Environment
 - ACS Nursing Mothers Process
 - Dept. of Labor Wage and Hour Division Fact Sheet #73
 - ACS/LIFT Alliance Employee Assistance Program Overview
 - ACS Policy #308 – Workplace Violence Prevention
 - Sections 0605, 0615, 0640, 0645, 0650, 0655, 0835



CITY OF AUSTIN, TEXAS
Purchasing Office
REQUEST FOR APPLICATION (RFA)

SOLICITATION NO: EAD0116

DATE ISSUED: 2/24/14

COMMODITY CODE: 95243

**FOR CONTRACTUAL AND TECHNICAL
ISSUES CONTACT THE FOLLOWING
AUTHORIZED CONTACT PERSON:**

Erin D'Vincent

Senior Buyer

Phone: (512) 972-4017

E-Mail: Erin.D'Vincent@austintexas.gov

Questions regarding the RFA shall be sent to
CityHSRFA2014@austintexas.gov

COMMODITY/SERVICE DESCRIPTION: Self Sufficiency Social
Services

**NON-MANDATORY PRE-PROPOSAL CONFERENCE DATE AND
TIME OPTION ONE:** 3/5/14, 2 PM – 4 PM, local time

LOCATION: Rutherford Lane Campus, Building 1 Auditorium
1520 Rutherford Lane, Austin, TX 78754

**NON-MANDATORY PRE-PROPOSAL CONFERENCE DATE AND
TIME OPTION TWO:** 3/19/14, 9 AM – 11 AM, local time

LOCATION: Rutherford Lane Campus, Building 1 Auditorium
1520 Rutherford Lane, Austin, TX 78754

APPLICATION DUE PRIOR TO: 4/24/14, 11 AM, local time

APPLICATION CLOSING TIME AND DATE: 4/24/14, 11 AM, local
time

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 308, AUSTIN, TEXAS 78701

All documents shall be submitted the address below:

City of Austin, Purchasing Office
Municipal Building
124 W 8 th Street, Rm 308
Austin, Texas 78701
Reception Phone: (512) 974-2500

Please note, you should have two sealed envelopes with your Offer. All Offers that are not submitted in separate, sealed envelopes or containers will not be considered. Your Offer should consist of a sealed envelope or container with your Threshold Review Checklist and all accompanying documents and a separate sealed envelope or container with your Application and electronic copies.

**SUBMIT 1 ORIGINAL AND 6 ELECTRONIC COPIES OF YOUR RESPONSE ON A CD OR
FLASH DRIVE**

*****SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT*****

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	5
0500	SCOPE OF WORK	10
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	14
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	1
0610	APPLICATION THRESHOLD CHECKLIST	1
0615	CONNECTION TO THE GOALS AND CATEGORIES	1
0620	CLIENT ELIGIBILITY REQUIREMENTS	4
0625	HOMELESS HOUSING HABILITY STANDARDS	1
0630	HOMELESS MANAGEMENT INFORMATION SYSTEMS	1
0635	DEFINING EVIDENCE GUIDLINE	1
0640	PROGRAM PERFORMANCE MEASURES AND GOALS	1
0645	PROGRAM STAFF POSITIONS AND TIME	1
0650	PROGRAM BUDGET AND NARRATIVE	4
0655	PROGRAM FUNDING SUMMARY	1
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1

*** Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of these Sections are available, on the Internet at the following online address:**

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8th Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

I agree to abide by the City's MBE/WBE Procurement Program Ordinance and Rules. In cases where the City has established that there are no M/WBE subcontracting goals for a solicitation, I agree that by submitting this offer my firm is completing all the work for the project and not subcontracting any portion. If any service is needed to perform the contract that my firm does not perform with its own workforce or supplies, I agree to contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service and am including the completed No Goals Utilization Plan with my submittal. This form can be found Under the Standard Bid Document Tab on the Vendor Connection Website:

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If I am awarded the contract I agree to continue complying with the City's MBE/WBE Procurement Program Ordinance and Rules including contacting SMBR if any subcontracting is later identified.

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: AUSTIN CHILDREN'S SHELTER

Federal Tax ID No.: [REDACTED]

Printed Name of Officer or Authorized Representative: KELLY WHITE

Title: CHIEF EXECUTIVE OFFICER

Signature of Officer or Authorized Representative: 

E-Mail Address: KELLY@AUSTINCHILDRENSHELTER.ORG

Phone Number: 512.499.0090

Date: 4/23/2014

* Application response must be submitted with this Offer sheet to be considered for award



**CONTRACT BETWEEN
THE CITY OF AUSTIN
AND
AUSTIN CHILDREN'S SHELTER
DBA
AUSTIN CHILDREN'S SERVICES
FOR
SOCIAL SERVICES**

CONTRACT NO. NG150000013

CONTRACT AMOUNT: \$264,600

This Contract is made by and between the City of Austin ("the City") acting by and through its Health and Human Services Department ("HHSD"), a home-rule municipality incorporated by the State of Texas, and Austin Children's Shelter *dba* Austin Children's Services ("Contractor"), a Texas non-profit corporation, having offices at 4800 Manor Road, Austin, TX 78723.

SECTION 1. GRANT OF AUTHORITY, SERVICES AND DUTIES

1.1 **Engagement of the Contractor.** Subject to the general supervision and control of the City and subject to the provisions of the Terms and Conditions contained herein, the Contractor is engaged to provide the services set forth in the attached Contract Exhibits.

1.2 **Responsibilities of the Contractor.** The Contractor shall provide all technical and professional expertise, knowledge, management, and other resources required for accomplishing all aspects of the tasks and associated activities identified in the Contract Exhibits. The Contractor shall assure that all Contract provisions are met by the Subcontractor.

1.3 **Responsibilities of the City.** The City's Contract Manager will be responsible for exercising general oversight of the Contractor's activities in completing the Program Work Statement. Specifically, the Contract Manager will represent the City's interests in resolving day-to-day issues that may arise during the term of this Contract, shall participate regularly in conference calls or meetings for status reporting, shall promptly review any written reports submitted by the Contractor, and shall approve all requests for payment, as appropriate. The City's Contract Manager shall give the Contractor timely feedback on the acceptability of progress and task reports. The Contract Manager's oversight of the Contractor's activities shall be for the City's benefit and shall not imply or create any partnership or joint venture as between the City and the Contractor.

1.4 **Designation of Key Personnel.** The City's Contract Manager for this Contract, to the extent stated in the preceding section 1.3, shall be responsible for oversight and monitoring of Contractor's performance under this Contract as needed to represent the City's interest in the Contractor's performance.

1.4.1 The City's Contract Manager, Natasha Ponczek Shoemaker or designee:

- may meet with Contractor to discuss any operational issues or the status of the services or work to be performed; and

-shall promptly review all written reports submitted by Contractor, determine whether the reports comply with the terms of this Contract, and give Contractor timely feedback on the adequacy of progress and task reports or necessary additional information.

1.4.2 Contractor's Contract Manager, Kelly White, Executive Director, or designee, shall represent the Contractor with regard to performance of this Contract and shall be the designated point of contact for the City's Contract Manager.

1.4.3 If either party replaces its Contract Manager, that party shall promptly send written notice of the change to the other party. The notice shall identify a qualified and competent replacement and provide contact information.

SECTION 2. TERM

2.1 **Term of Contract.** The Contract shall be in effect for a term of thirty seven (37) months beginning September 1, 2015 and ending September 30, 2018, and may be extended thereafter for up to three (3) additional twelve (12) month periods, subject to the approval of the Contractor and the City Purchasing Officer or their designee.

2.1.1 Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 calendar days unless mutually agreed upon in writing).

SECTION 3. PROGRAM WORK STATEMENT

3.1 **Contractor's Obligations.** The Contractor shall fully and timely provide all services described in the attached Contract Exhibits in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.

SECTION 4. COMPENSATION AND REPORTING

4.1 **Contract Amount.** The Contractor acknowledges and agrees that, notwithstanding any other provision of this Contract, the maximum amount payable by the City under this Contract for the initial thirty seven (37) month term shall not exceed the amount approved by City Council, which is **\$264,600 (Two Hundred Sixty Four Thousand Six Hundred dollars)**, and \$88,200 (*Eighty Eight Thousand Two Hundred dollars*) per twelve (12) month extension option, for a total Contract amount of \$529,200. Continuation of the Contract beyond the initial thirty seven (37) months is specifically contingent upon the availability and allocation of funding by City Council.

4.1.1 The Contractor shall expend City funds according to the approved budget categories described in Exhibit B.1, Program Budget and Narrative.

4.1.1.1 **Budget Revision:** The Contractor may make transfers between or among budget categories with the City Contract Manager's prior approval, provided that:

- i. The cumulative amount of the transfers between direct budget categories (Personnel, Operating Expenses, Direct Assistance and/or Equipment/Capital Outlay) is not more than 10% of the program period total –or– \$50,000, whichever is less;
- ii. the transfer will not increase or decrease the total monetary obligation of the City under this Contract; and
- iii. the transfers will not change the nature, performance level, or scope of the program funded under this Contract.

4.1.1.2 Transfers between or among budget categories in excess of 10% will require the City Contract Manager's approval, and must meet all of the conditions outlined in Section 4.1.1.1 (ii) and (iii) above.

- i. The CONTRACTOR must submit a Budget Revision Form to the City **prior** to the submission of the CONTRACTOR'S first monthly billing to the City following the transfer.

4.1.2 Payment to the Contractor shall be made in the following increments:

4.1.2.1 For the Program Period of September 1, 2015 through September 30, 2016, the payment from the City to the Contractor shall not exceed \$88,200 (*Eighty Eight Thousand Two Hundred dollars*);

4.1.2.2 For the Program Period of October 1, 2016 through September 30, 2017, the payment from the City to the Contractor shall not exceed \$88,200 (*Eighty Eight Thousand Two Hundred dollars*);

4.1.2.3 For the Program Period of October 1, 2017 through September 30, 2018, the payment from the City to the Contractor shall not exceed \$88,200 (*Eighty Eight Thousand Two Hundred dollars*).

4.2 **Requests for Payment.**

Payment to the Contractor shall be due thirty (30) calendar days following receipt by the City of Contractor's fully and accurately completed "Payment Request" and "Monthly Expenditure Report", using forms at <http://www.ctkodm.com/austin/>. The payment request and expenditure report must be submitted to the City no later than 5:00 p.m. Central Time fifteen (15) calendar days following the end of the month covered by the request and expenditure report. **If the fifteenth (15th) calendar day falls on a weekend or holiday, as outlined in Section 8.24, the deadline to submit the payment request and expenditure report is extended to no later than 5:00 p.m. Central Time of the first (1st) weekday immediately following the weekend or holiday.** Contractor must provide the City with supporting documentation for each monthly Payment Request which includes, but not limited to, a report of City contract expenditures generated from the Contractor's financial management system. Examples of appropriate supporting documentation **MAY** include, but are not limited to:

- General Ledger Detail report from the contractor's financial management system
- Profit & Loss Detail report from the contractor's financial management system
- Check ledger from the contractor's financial management system
- Payroll reports and summaries, including salary allocation reports and signed timesheets
- Receipts and invoices
- Copies of checks and bank statements showing transactions as cleared

The City retains right of final approval of any supporting documentation submitted before a Payment Request is approved for processing. Failure to provide supporting documentation acceptable to the City may result in delay or rejection of the Payment Request. The City reserves the right to modify the required supporting documentation, as needed.

4.2.1 Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.

4.2.2 Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

4.3 **Payment.**

4.3.1 All requests for payment received by the City will be paid within thirty (30) calendar days of the City's receipt of the deliverables or of the invoice, whichever is later. Requests for payment received without all required information cannot be processed and will be returned to the Contractor.

4.3.2 If payment is not timely made, (per this paragraph), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.

4.3.3 The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of;

4.3.3.1 delivery of unsatisfactory services by the Contractor;

- 4.3.3.2 third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
- 4.3.3.3 failure of the Contractor to pay Subcontractors, or for labor, materials or equipment,
- 4.3.3.4 damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
- 4.3.3.5 reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- 4.3.3.6 failure of the Contractor to submit proper payment requests and expenditure reports with all required attachments and supporting documentation;
- 4.3.3.7 failure of the Contractor to comply with any material provision of the Contract; or

4.3.4 Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City. Payment will be made by check unless the parties mutually agree to payment by electronic transfer of funds.

- 4.4 **Non-Appropriation.** The awarding or continuation of this Contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds appropriated and available for this Contract. The absence of appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non- or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

- 4.5 **Travel Expenses.** All approved travel, lodging, and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Contract will be reviewed against the City's Travel Policy and the current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at: <http://www.gsa.gov/portal/category/21287>

No amounts in excess of the Travel Policy or Rates shall be paid. No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulation.

- 4.6 **Final Payment and Close-Out.**

4.6.1 The making and acceptance of final payment will constitute:

4.6.1.1 a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, regardless of when the cause for a claim is discovered (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and

4.6.1.2 a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

- 4.7 **Financial Terms.**

4.7.1 The City agrees to pay Contractor for services rendered under this Contract and to reimburse Contractor for actual, eligible expenses incurred and billed in accordance with all terms and conditions of this Contract. The City shall not be liable to Contractor for any costs incurred by Contractor which are not reimbursable as set forth in Section 4.8.

4.7.2 The City's obligation to pay is subject to the timely receipt of complete and accurate reports as set forth in Section 4.9 and any other deliverable required under this Contract.

4.7.3 Payments to the Contractor will immediately be suspended upon the occasion of any late, incomplete, or inaccurate report, audit, or other required report or deliverable under this Contract, and payments will not be resumed until the Contractor is in full compliance.

4.7.4 The City shall not be liable to Contractor for any costs which have been paid under other agreements or from other funds. In addition, the City shall not be liable for any costs incurred by Contractor which were: a) incurred prior to the effective date of this Contract, or b) not billed to the City within sixty (60) calendar days following termination date of this Contract.

4.7.5 Contractor agrees to refund to the City any funds paid under this Contract which the City determines have resulted in overpayment to Contractor or which the City determines have not been spent by Contractor in accordance with the terms of this Contract. Refunds shall be made by Contractor within thirty (30) calendar days after a written refund request is submitted by the City. The City may, at its discretion, offset refunds due from any payment due Contractor, and the City may also deduct any loss, cost, or expense caused by Contractor from funds otherwise due.

4.7.6 Contractor shall deposit and maintain all funds received under this Contract in either a separate numbered bank account or a general operating account, either of which shall be supported with the maintenance of a separate accounting with a specific chart which reflects specific revenues and expenditures for the monies received under this Contract. The Contractor's accounting system must identify the specific expenditures, or portions of expenditures, against which funds under this Contract are disbursed.

4.7.7 Contractor is required to utilize an online contract management system for billing and reporting in accordance with the City's guidelines, policies, and procedures. Contractor is responsible for all data entered/edited under its unique username, as well as all required but omitted data.

4.7.8 Contractor shall expend the City budget in a reasonable manner in relation to contract time elapsed and/or contract program service delivery schedule. If cumulative expenditures are not within acceptable amounts, the City may require the Contractor to: 1) submit an expenditure plan, and/or 2) amend the contract budget amount to reflect projected expenditures, as determined by the City.

4.8 Allowable and Unallowable Costs.

The City shall make the final determination of whether a cost is allowable or unallowable under this Contract.

4.8.1 Reimbursement Only. Expenses and/or expenditures shall be considered reimbursable only if incurred during the current Program Period identified in Section 4.1.2, directly and specifically in the performance of this Contract, and in conformance with the Contract Exhibits. Contractor agrees that, unless otherwise specifically provided for in this Contract, payment by the City under the terms of this Contract is made on a reimbursement basis only; Contractor must have incurred and paid costs prior to those costs being invoiced and considered allowable under this Contract and subject to payment by the City.

4.8.2 To be allowable under this Contract, a cost must meet all of the following general criteria:

1. Be reasonable for the performance of the activity under the Contract.
2. Conform to any limitations or exclusions set forth in this Contract.
3. Be consistent with policies and procedures that apply uniformly to both government-financed and other activities of the organization.
4. Be determined and accounted in accordance with generally accepted accounting principles (GAAP).
5. Be adequately documented.

4.8.3 The City's prior written authorization is required in order for the following to be considered allowable costs. Inclusion in the budget within this Contract constitutes "written authorization". The item shall be specifically identified in the budget.

1. Alteration, construction, or relocation of facilities
2. Depreciation.
3. Equipment and other capital expenditures.
4. Interest, other than mortgage interest as part of a pre-approved budget under this Contract
5. Organization costs (costs in connection with the establishment or reorganization of an organization)
6. Public relations costs, except reasonable, pre-approved advertising costs related directly to services provided under this Contract
7. Purchases of tangible, nonexpendable property, including fax machines, stereo systems, cameras, video recorder/players, microcomputers, software, printers, microscopes, oscilloscopes, centrifuges, balances and incubator, or any other item having a useful life of more than one year and an acquisition cost, including freight, of over five thousand dollars (\$5,000)
8. Selling and marketing
9. Travel/training outside Travis County

4.8.4 The following types of expenses are specifically **not allowable** with City funds under this Contract:

1. Alcoholic beverages
2. Bad debts
3. Compensation of trustees, directors, officers, or advisory board members, other than those acting in an executive capacity
4. Contingency provisions (funds). (Self-insurance reserves and pension funds are allowable.)
5. Defense and prosecution of criminal and civil proceedings, claims, appeals and patent infringement
6. Deferred costs
7. Donations and contributions including donated goods or space
8. Entertainment costs
9. Fines and penalties (including late fees)
10. Fundraising and development costs
11. Goods or services for officers' or employees' personal use
12. Housing and personal living expenses for organization's officers or employees
13. Idle facilities and idle capacity
14. Litigation-related expenses (including personnel costs) in action(s) naming the City as a Defendant
15. Lobbying or other expenses related to political activity
16. Losses on other agreements or contracts or casualty losses
17. Taxes, other than payroll and other personnel-related levies

4.9 **Reports.**

4.9.1 Contractor must submit a fully and accurately completed "Payment Request" and "Monthly Expenditure Report" to the City's Contract Manager using the forms shown at <http://www.ckodm.com/austin/> by the deadline outlined in section 4.2. Contractor must provide complete and accurate supporting documentation. Upon receipt and approval by the City of each complete and accurate Payment Request and Monthly Expenditure Report, the City shall process payment to the Contractor of an amount equal to the City's payment obligations, subject to deduction for any unallowable costs.

4.9.2 Contractor shall submit a quarterly performance report using the format and method specified by the City no later than fifteen (15) calendar days following each calendar quarter. If the fifteenth (15th) calendar day falls on a weekend or holiday, as outlined in Section 8.24, the deadline to submit the

quarterly performance report is extended to no later than 5:00 p.m. Central Time of the first (1st) weekday immediately following the weekend or holiday. Contractor shall provide complete and accurate supporting documentation upon request by City. Payment Requests will not be approved if any accurate and complete performance report, including any required documentation, is past due. Performance reports on a frequency other than quarterly may be required by the City based upon business needs.

4.9.3 An annual Contract Progress Report, using the forms shown at <http://www.ckodm.com/austin/>, shall be completed by the Contractor and submitted to the City within sixty (60) calendar days following the end of each Program Period identified in section 4.1.2.

4.9.4 A Contract Closeout Summary report using the forms shown at <http://www.ckodm.com/austin/> shall be completed by the Contractor and submitted to the City within sixty (60) calendar days following the expiration or termination of this Contract. Any encumbrances of funds incurred prior to the date of termination of this Contract shall be subject to verification by the City. Upon termination of this Contract, any unused funds, unobligated funds, rebates, credits, or interest earned on funds received under this Contract shall be returned to the City.

4.9.5 Contractor shall provide the City with a copy of the completed Administrative and Fiscal Review (AFR) using the forms shown at <http://www.ckodm.com/austin/>, and required AFR Attachments, including a copy of the Contractor's completed Internal Revenue Service Form 990 or 990EZ (Return of Organization Exempt from Income Tax) if applicable, for each calendar year no later than May 31st of each year. If Contractor filed a Form 990 or Form 990EZ extension request, Contractor shall provide the City with a copy of that application of extension of time to file (IRS Form 2758) within thirty (30) days of filing said form(s), and a copy of the final IRS Form 990 document(s) immediately upon completion.

4.9.6 Contractor shall provide other reports required by the City to document the effective and appropriate delivery of services as outlined under this Contract as required by the City.

- 4.10 **Contractor Policies and Procedures.** Contractor shall maintain written policies and procedures approved by its governing body and shall make copies of all policies and procedures available to the City upon request. At a minimum, written policies shall exist in the following areas: Financial Management; Subcontracting and/or Procurement; Equal Employment Opportunity; Personnel and Personnel Grievance; Nepotism; Non-Discrimination of Clients; Client Grievance; Drug Free Workplace; the Americans With Disabilities Act; and Criminal Background Checks.

4.11 **Monitoring and Evaluation.**

4.11.1 Contractor agrees that the City or its designee may carry out monitoring and evaluation activities to ensure adherence by the Contractor and Subcontractors to the Program Work Statement, Program Performance Measures, and Program Budget, as well as other provisions of this Contract. Contractor shall fully cooperate in any monitoring or review by the City and further agrees to designate a staff member to coordinate monitoring and evaluation activities.

4.11.2 The City expressly reserves the right to monitor client-level data related to services provided under this contract. If the Contractor asserts that client-level data is legally protected from disclosure to the City, a specific and valid legal reference to this assertion must be provided.

4.11.3 Contractor shall provide the City with copies of all evaluation or monitoring reports received from other funding sources during the Contract Term within twenty (20) working days following the receipt of the final report.

4.11.4 Contractor shall keep on file copies of all notices of Board of Directors meetings, Subcommittee or Advisory Board meetings, and copies of approved minutes of those meetings.

4.12 **Financial Audit of Contractor.**

4.12.1 In the event Contractor expends \$750,000 or more in a year in federal awards, Contractor shall have a single or program specific audit conducted in accordance with Chapter 200, Subpart F, of Title 2 of the Code of Federal Regulations as required by the Single Audit Act of 1984, as amended (Single Audit Act), and shall submit to the City a complete set of audited financial statements and the auditor's opinion and management letters in accordance with Chapter 200, Subpart F, of Title 2 of the Code of Federal Regulations and any guidance issued by the federal Office of Management and Budget covering Contractor's fiscal year until the end of the term of this Contract.

4.12.2 If Contractor is not subject to the Single Audit Act, and expends seven hundred fifty-thousand dollars (\$750,000) or more during the Contractor's fiscal year, then Contractor shall have a full financial audit performed. If less than seven hundred fifty thousand dollars (\$750,000) is expended, then a financial review is acceptable, pursuant to the requirements of this Contract.

4.12.3 Contractor shall contract with an independent auditor utilizing a Letter of Engagement. The auditor must be a Certified Public Accountant recognized by the regulatory authority of the State of Texas.

4.12.4 Contractor must submit one (1) Board-approved, bound hard copy of a complete financial audit report or financial review, to include the original auditor opinion, within one hundred eighty (180) calendar days of the end of Contractor's fiscal year, unless alternative arrangements are approved in writing by the City. The financial audit report/financial review must include the Management Letter if one was issued by the auditor. Contractor may not submit electronic copies of financial audit reports/financial reviews to the City. Financial audit reports/financial reviews must be provided in hard copy, and either mailed or hand-delivered to the City.

4.12.5 The City will contact the independent auditor to verify:

- i. That the auditor completed the financial audit report/financial review received from the Contractor;
- ii. That the auditor presented the financial audit report/financial review to the Contractor's Board of Directors or a committee of the Board, and;
- iii. The date the financial audit report/financial review was presented to the Contractor's Board of Directors or a committee of the Board.

4.12.6 The City will contact the Board Chair to verify that the auditor presented the financial audit report/financial review to the Contractor's Board of Directors or a committee of the Board.

- i. Contractor's Board Chair must submit a signed and dated copy of the HHSD Board Certification form to the City as verification.
- ii. In lieu of the Board Certification form, Contractor must submit a signed and copy of the approved Board meeting minutes to the City, indicating the following:
 - a) The Board of Directors, or a committee of the Board, has met with the independent auditor;
 - b) The Board of Directors has authorized and accepted the financial audit report/financial review.

A signed and dated copy of the HHSD Board Certification form, or approved and signed Board minutes reflecting acceptance of the financial audit report/financial review will be due to the City within forty-five (45) days after the audit is due to the City. Board minutes regarding approval of the Contractor's financial audit report/financial review will be verified with the Contractor's Board Chair. The City will deem the financial audit report/financial review incomplete if Contractor fails to submit either the Board Certification form or the Board minutes as required by this section 4.12.6.

4.12.7 The inclusion of any Findings or a Going Concern Uncertainty, as defined by Chapter 200, Subpart F, of Title 2 of the Code of Federal Regulations and Generally Accepted Auditing Standards (GAAS), in a Contractor's audit requires the creation and submission to the City of a corrective action plan formally approved by the Contractor's governing board. The plan must be submitted to the City within 60 days after the audit is due to the City. Failure to submit an adequate plan to the City may result in the immediate suspension of funding. If adequate improvement related to the audit findings is not documented within a reasonable period of time, the City may provide additional

technical assistance, refer the Agreement to the City Auditor for analysis, or move to terminate the Agreement as specified in Section 5 of the Agreement.

4.12.8 The expiration or termination of this Contract shall in no way relieve the Contractor of the audit requirement set forth in this Section.

4.12.9 Right To Audit By Office of City Auditor.

4.12.9.1 Contractor agrees that the representatives of the Office of the City Auditor, or other authorized representatives of the City, shall have access to, and the right to audit, examine, and copy any and all records of the Contractor related to the performance under this Agreement during normal business hours (Monday – Friday, 8 am – 5 pm). In addition to any other rights of termination or suspension set forth herein, the City shall have the right to immediately suspend the Agreement, upon written notice to Contractor, if Contractor fails to cooperate with this audit provision. The Contractor shall retain all such records for a period of five (5) years after the expiration or early termination of this Agreement or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

4.12.9.2 Contractor shall include this audit requirements in any subcontracts entered into in connection with this Agreement.

4.13 Ownership of Property.

4.13.1 Ownership title to all capital acquisition, supplies, materials or any other property purchased with funds received under this Contract and in accordance with the provisions of the Contract, is vested with the City and such property shall, upon termination of the Contract, be delivered to the City upon request.

4.13.2 Written notification must be given to the City within five (5) calendar days of delivery of nonexpendable property (defined as anything that has a life or utility of more than one (1) year and an acquisition cost, including freight, of over five thousand dollars (\$5,000)) in order for the City to effect identification and recording for inventory purposes. Contractor shall maintain adequate accountability and control over such property, maintain adequate property records, perform an annual physical inventory of all such property, and report this information in the annual Contract Progress Report, due sixty (60) days after the end of each Program Period, as well as in the Closeout Summary Report, due sixty (60) days after the end of the Contract Term.

4.13.3 In the event Contractor's services are retained under a subsequent agreement, and should Contractor satisfactorily perform its obligations under this Contract, Contractor shall be able to retain possession of non-expendable property purchased under this Contract for the duration of the subsequent agreement.

4.13.4 Property purchased with City funds shall convey to Contractor two (2) years after purchase, unless notified by the City in writing.

SECTION 5. TERMINATION

5.1 **Right To Assurance.** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

5.2 **Default.** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under the "Right to Assurance paragraph herein, (c) becomes insolvent or

seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by Contractor to the City.

- 5.3 **Termination For Cause.** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
- 5.4 **Termination Without Cause.** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
- 5.5 **Fraud.** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

SECTION 6. OTHER DELIVERABLES

- 6.1 **Insurance.** The following insurance requirements apply.

6.1.1 General Requirements

6.1.1.1 The Contractor shall at a minimum carry insurance in the types and amounts indicated herein for the duration of the Contract and during any warranty period.

6.1.1.2 The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within fourteen (14) calendar days after written request from the City.

6.1.1.3 The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.

6.1.1.4 The Contractor shall not commence work until the required insurance is obtained and has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.

6.1.1.5 The Contractor must maintain and make available to the City, upon request, certificates of insurance for all Subcontractors.

6.1.1.6 The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better. The City will accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund.

6.1.1.7 All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall contain the Contractor's email address, and shall be mailed to the following address:

City of Austin
Health and Human Services Department
ATTN: Community Based Resources
P. O. Box 1088
Austin, Texas 78767

6.1.1.8 The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.

6.1.1.9 If insurance policies are not written for amounts specified, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

6.1.1.10 The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

6.1.1.11 The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.

6.1.1.12 The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

6.1.1.13 The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

6.1.1.14 The Contractor shall endeavor to provide the City thirty (30) calendar days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.

6.1.2 **Specific Coverage Requirements.** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

6.1.2.1 **Commercial General Liability Insurance.** The minimum bodily injury and property damage per occurrence are \$500,000* for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries). The policy shall contain the following provisions and endorsements.

6.1.2.1.1 Blanket contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project

- 6.1.2.1.2 Independent Contractor's Coverage
- 6.1.2.1.3 Products/Completed Operations Liability for the duration of the warranty period
- 6.1.2.1.4 Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
- 6.1.2.1.5 Thirty (30) calendar days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
- 6.1.2.1.6 The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- 6.1.2.1.7 If care of a child is provided outside the presence of a legal guardian or parent, Contractor shall provide coverage for sexual abuse and molestation for a minimum limit of \$500,000 per occurrence.
- 6.1.2.1.8 The policy shall be endorsed to cover injury to a child while the child is in the care of the Contractor or Subcontractor.

* Supplemental Insurance Requirement. If eldercare, childcare, or housing for clients is provided, the required limits shall be \$1,000,000 per occurrence.

6.1.2.2 **Business Automobile Liability Insurance.**

Minimum limits: \$500,000 combined single limit per occurrence for all owned, hired and non-owned autos

- a. If any form of transportation for clients is provided, coverage for all owned, non-owned, and hired vehicles shall be maintained with a combined single limit of \$1,000,000 per occurrence.
- b. If no client transportation is provided but autos are used within the scope of work, and there are no agency owned vehicles, evidence of Personal Auto Policy coverage from each person using their auto may be provided. The following limits apply for personal auto insurance: \$100,000/\$300,000/\$100,000.

All policies shall contain the following endorsements:

- 6.1.2.2.1. Waiver of Subrogation, Endorsement TE 2046A, or equivalent coverage
- 6.1.2.2.2. Thirty (30) calendar days Notice of Cancellation, Endorsement TE 0202A, or equivalent coverage
- 6.1.2.2.3 The City of Austin listed as an additional insured, Endorsement TE 9901B, or equivalent coverage

6.1.2.3 **Worker's Compensation and Employers' Liability Insurance.** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee. The policy shall contain the following provisions and endorsements:

- 6.1.2.3.1 The Contractor's policy shall apply to the State of Texas
- 6.1.2.3.2 Waiver of Subrogation, Form WC 420304, or equivalent coverage
- 6.1.2.3.3 Thirty (30) calendar days Notice of Cancellation, Form WC 420601, or equivalent coverage

6.1.2.4 Professional Liability Insurance.

6.1.2.4.1 Contractor shall provide coverage at a minimum limit of \$500,000 per claim to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission arising out of the performance of professional services under this Contract.

6.1.2.4.2 If coverage is written on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Contract and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. This coverage shall be continuous and will be provided for twenty-four (24) months following the completion of the Contract.

6.1.2.5 **Blanket Crime Policy Insurance.** A Blanket Crime Policy shall be required with limits equal to or greater than the sum of all Contract funds allocated by the City. Acceptance of alternative limits shall be approved by Risk Management.

6.1.2.6 **Directors and Officers Insurance.** Directors and Officers Insurance with a minimum of not less than \$1,000,000 per claim shall be in place for protection from claims arising out of negligent acts, errors or omissions for directors and officers while acting in their capacities as such. If coverage is underwritten on a claims-made basis, the retroactive date shall be coincident with or prior to the date of the Contract and the certificate of insurance shall state that the coverage is claims made and the retroactive date. The coverage shall be continuous for the duration of the Contract and for not less than twenty-four (24) months following the end of the Contract. Coverage, including renewals, shall have the same retroactive date as the original policy applicable to the Contract or evidence of prior acts or an extended reporting period acceptable to the City may be provided. The Contractor shall, on at least an annual basis, provide the City with a certificate of insurance as evidence of such insurance.

6.1.2.7 **Property Insurance.** If the Contract provides funding for the purchase of property or equipment the Contractor shall provide evidence of all risk property insurance for a value equivalent to the replacement cost of the property or equipment.

6.1.2.8 **Endorsements.** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

6.1.2.9 **Certificate.** The following statement must be shown on the Certificate of Insurance.

"The City of Austin is an Additional Insured on the general liability and the auto liability policies. A Waiver of Subrogation is issued in favor of the City of Austin for general liability, auto liability and workers compensation policies."

6.2 Equal Opportunity.

6.2.1.1 **Equal Employment Opportunity.** No Contractor or Contractor's agent shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Bid submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Contractor has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. The Contractor shall sign and return the Non-Discrimination Certification attached hereto as Exhibit C. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the Contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4. Any

Subcontractors used in the performance of this contract and paid with City funds must comply with the same nondiscrimination requirements as the Contractor.

6.2.2 Americans With Disabilities Act (ADA) Compliance. No Contractor, or Contractor's agent shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

6.3 Inspection of Premises. The City has the right to enter Contractor's and Subcontractor's work facilities and premises during Contractor's regular work hours, and Contractor agrees to facilitate a review of the facilities upon reasonable request by the City.

6.4 Rights to Proposal and Contractual Material. All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.

6.5 Publications. All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

SECTION 7. WARRANTIES

7.1 Authority. Each party warrants and represents to the other that the person signing this Contract on its behalf is authorized to do so, that it has taken all action necessary to approve this Contract, and that this Contract is a lawful and binding obligation of the party.

7.2 Performance Standards. Contractor warrants and represents that all services provided under this Contract shall be fully and timely performed in a good and workmanlike manner in accordance with generally accepted community standards and, if applicable, professional standards and practices. Contractor may not limit, exclude, or disclaim this warranty or any warranty implied by law, and any attempt to do so shall be without force or effect. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source. Contractor agrees to participate with City staff to update the performance measures.

SECTION 8. MISCELLANEOUS

8.1 Criminal Background Checks. Contractor and Subcontractor(s) agree to perform a criminal background check on individuals providing direct client service in programs designed for children under eighteen (18) years of age, seniors 55 years of age and older, or persons with Intellectual and Developmental Disabilities (IDD). Contractor shall not assign or allow an individual to provide direct client service in programs designed for children under eighteen (18) years of age, seniors 55 years of age and older, or persons with IDD if the individual would be barred from contact under the applicable program rules established by Title 40 of the Texas Administrative Code.

8.2 Compliance with Health, Safety, and Environmental Regulations. The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

- 8.2.1 The Contractor or Subcontractor(s) seeking an exemption for a food enterprise permit fee must present this signed and executed social services contract upon request to the City. (*Source: City of Austin Ordinance 20051201-013*)
- 8.3 **Stop Work Notice.** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that the City reasonably believes is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.
- 8.4 **Indemnity.**
- 8.4.1 Definitions:
- 8.4.1.1 "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:
- 8.4.1.1.1 damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or;
- 8.4.1.1.2 death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),
- 8.4.1.2 "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.
- 8.4.2 THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.
- 8.5 **Claims.** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform hereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.
- 8.6 **Business Continuity.** Contractor warrants that it has adopted a business continuity plan that describes how Contractor will continue to provide services in the event of an emergency or other unforeseen event, and agrees to maintain the plan on file for review by the City. Contractor shall provide a copy of the plan to the City's Contract Manager upon request at any time during the term of this Contract, and the requested information regarding the Business Continuity Plan shall appear in the annual Administrative and Fiscal Review document. Contractor also agrees to participate in the City's Emergency Preparedness and Response Plan and other disaster planning processes.

- 8.7 **Notices.** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, email, or other commercially accepted means. Notices to the City and the Contractor shall be addressed as follows:

To the City:	To the Contractor:	With copy to:
City of Austin, Health and Human Services Department Community Services Division	Austin Children's Shelter <i>dba</i> Austin Children's Services	City of Austin Health and Human Services Dept.
ATTN: Stephanie Hayden, Assistant Director	ATTN: Kelly White, Executive Director	ATTN: Shannon Jones, Director
7201 Levander Loop, Bldg. H Austin, TX 78702	4800 Manor Road Austin, TX 78723	7201 Levander Loop, Bldg. E Austin, TX 78702

- 8.8 **Confidentiality.** In order to provide the deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.
- 8.9 **Advertising.** Where such action is appropriate as determined by the City, Contractor shall publicize the activities conducted by the Contractor under this Agreement. Any news release, sign, brochure, or other advertising medium including websites disseminating information prepared or distributed by or for the Contractor shall recognize the City as a funding source and include a statement that indicates that the information presented does not officially represent the opinion or policy position of the City.
- 8.10 **No Contingent Fees.** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
- 8.11 **Gratuities.** The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights

and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

- 8.12 **Prohibition Against Personal Interest in Contracts.** No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.
- 8.13 **Independent Contractor.** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
- 8.14 **Assignment-Delegation.** The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
- 8.15 **Waiver.** No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
- 8.16 **Modifications.** The Contract can be modified or amended only by a written, signed agreement by both parties. No pre-printed or similar terms on any Contractor invoice, order, or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
- 8.17 **Interpretation.** The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.
- 8.18 **Dispute Resolution.**
- 8.18.1 If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

8.18.2 If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

8.19 **Minority And Women Owned Business Enterprise (MBE/WBE) Procurement Program**

MBE/WBE goals do not apply to this Contract.

8.20 **Living Wage Policy**

[Reserved]

8.21 **Subcontractors.**

8.21.1 Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:

8.21.1.1 require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract. The City may require specific documentation to confirm Subcontractor compliance with all aspects of this Contract.

8.21.1.2 prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;

8.21.1.3 require Subcontractors to submit all requests for payment and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include the same with its invoice or application for payment to the City in accordance with the terms of the Contract;

8.21.1.4 require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and

8.21.1.5 require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.

8.21.2 The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.

8.21.3 The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten days after receipt of payment from the City.

- 8.22 **Jurisdiction And Venue.** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.
- 8.23 **Invalidity.** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.
- 8.24 **Holidays.** The following holidays are observed by the City:

<u>HOLIDAY</u>	<u>DATE OBSERVED</u>
New Year's Day	January 1
Martin Luther King, Jr's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

- 8.25 **Survivability of Obligations.** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.
- 8.26 **Non-Suspension or Debarment Certification.** The City is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a contract with the City, the Contractor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusions records at SAM.gov, the State of Texas, or the City of Austin.

In witness whereof, the parties have caused duly authorized representatives to execute this Contract on the dates set forth below.

**AUSTIN CHILDREN'S SHELTER DBA AUSTIN
CHILDREN'S SERVICES**

Signature: [Signature]

Name: Kelly White
Printed Name

Title: Exec. Director

Date: 5/29/2015

CITY OF AUSTIN

Signature: [Signature]

Name: JAMES SCARBORO
PURCHASING OFFICE

Date: 7/24/15

EXHIBITS

Exhibit A – Program Forms

- A.1** Program Work Statement
- A.2** Program Performance Measures
- A.3** Client Eligibility Requirements

Exhibit B – Program Budget Forms

- B.1** Program Budget and Narrative

Exhibit C – Equal Employment/Fair Housing Office/Non-Discrimination Certification

Program Work Statement

Contract Start Date

9/1/2015

*Contract End Date*9/30/2018

Program Goals And Objectives

The ACS Emergency Shelter Program provides for victims of child abuse and neglect, aged birth through 18, who need access to immediate, safe housing because they have no protective caregivers. ACS provides the youth with a safe home and comprehensive therapeutic and case management services. The goal of the Emergency Shelter Program is for the children, youth, and young adults entrusted into the care of ACS to learn resiliency to mitigate the physical and mental consequences of living without the caregiving of a loving and protective parent. The objectives are to stabilize the client, assess and meet their needs and to prepare them for the transition into a more permanent placement. ACS endeavors for each individual to leave emergency shelter as fully restored to health as possible.

Program Clients Served

Through the Emergency Shelter Program ACS serves children, youth, and young adults, from newborn to 22 who have been removed from their homes because of abuse/neglect. The majority of children and youth served by the ACS Emergency Shelter Program are placed by CPS. Increasing numbers of young people in ACS' care are not in the foster-care system, but instead have been referred from other local agencies such as DFPS, ATCIC and TCJPO. Income, residency and identity are not considered for eligibility into this shelter program. Instead, children are not eligible for the program if they are determined to be a safety risk to other residents in the shelter or if ACS staff are unable to provide the level of care to meet the child's needs. One hundred percent are considered children living with social, educational, and economic risk factors.

Program Services And Delivery

ACS operates emergency shelter services 24/7, 365 days a year to provide residential care, assessment, and case management services. ACS accepts temporary guardianship of youth and assesses each child for basic needs, physical and emotional health, developmental status, and education or pre-education levels. Individualized service plans are created by ACS therapeutic support staff and provide essential information that guides all work with the client and assists with placement choices made by judges.

Services available in the Emergency Shelter Program include, but are not limited to: Semi-structured or structured daily living; Supportive caregivers awake and available 24 hours a day; Access to medical, dental and vision care; Nutritious meals; Educational support, advocacy, and enrichment; Opportunities for recreation; Clothing and hygiene products (as necessary); Case management, including youth-driven, individualized service planning and strengths and needs assessments; Mental health care, including psychiatric and psychological services, medication management, individual and group therapy, and additional mental health supports as needed; and if applicable, education, support and role modeling. For discharge and transition planning, services include: Life skills assessment and training; Educational support and advocacy; Understanding return to care and other foster care information; Housing; Medical care and insurance; Connection to community resources; Education and assistance regarding public benefits; Preparation for Adult Living classes and workshops; Development of social skills; Development of social support system; and Parenting skills (if applicable).

Emotional needs are specifically dealt with for each client by his or her case manager. When appropriate, clients are assigned a therapist. When more specific behavioral treatment plans are required, clients meet with a pediatric psychiatric resident (available three times per week on campus). All therapeutic information is shared with state and county caseworkers, including psychological and psychiatric evaluations, service plans, and case reviews.

System for Collecting and Reporting Program Data

The client file will document the child's homeless status and source of referral. Entry into the Homeless Management Information System will not be required. ACS utilizes a web-based client tracking system (KaleidaCare) to record all residential intake, case review and service plan information. KaleidaCare also allows for customizable reports to assess trends and track data over time.

All data is entered into KaleidaCare by licensed professional level staff (intake/eligibility information, case reviews and service plans), Youth Care Workers (daily log and incidence reports) and the Admissions Specialist. Improvement by youth is tracked by Case Managers with input from Youth Care Worker staff and chart notes in seven progress areas. Numeric scores are assigned within each area and assessment of progress toward or regression from goals is conducted every 30 days as part of case reviews.

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Program Work Statement

Contract Start Date

9/1/2015

Contract End Date

9/30/2018

Performance Evaluation

Annually, ACS Directors develop an Impact Plan for their department which includes output and outcome performance targets. This includes both outputs and outcomes to be reported to funders as well as outputs to assess the program's performance and make program improvements. The Board of Directors will review the status of projected outputs/outcomes twice a year (mid-year and year-end) and will receive updates on performance on governmental grants on at least a quarterly basis.

Evaluation data is collected on a routine basis. Evaluation data is reviewed by Program Directors at least quarterly for governmental performance reporting and across the agency at least twice a year. The agency is in the process of hiring a staff dedicated to managing the agency database, who will develop reports so that Program Directors can review data at any point in time to study trends, ensure data quality and assess strategies for program improvements.

Quality Improvement

Using both formal (e.g., focus groups, discharge interviews etc.) and informal methods (e.g., conversations during meal time), ACS collects client feedback, in KaleidaCare, to assess and enhance services. This process is currently being refined with the goal to implement a comprehensive client experience protocol.

On a broader programmatic level, quality assurance procedures follow a five-step quality assurance process, namely: identify, plan, do, check, and act. This includes staff members from various levels across the organization assessing risk and implementing solutions to mitigate risk. Quality of services is ensured by weekly supervision and is monitored by evaluation/data tracking and comprehensive case documentation. Patterns or inconsistencies in outcomes, services provided and expenditures would be flagged and reviewed. This information will be used to correct and improve methods for service delivery through steps in a corrective action plan. Corrective action plans would be flagged by the information technology/database assistant and carried out by the Vice President of ACS, the Senior Director of Residential Services and the Emergency Shelter Program Director.

Service Coordination with Other Agencies

ACS constantly seeks to deliver services efficiently and with purpose; to that end, the ACS staff are in regular contact with other non-profits and service providers to ensure that we contribute relevant and necessary assistance to ACS residents and community. ACS Case Managers will construct initial service plans and needs and strengths assessments that include services provided both on and offsite by ACS and by community partners/providers including: People's Community Clinic; LifeWorks; SafePlace; Court Appointed Special Advocates (CASA); Austin Travis County Integral Care (ATCIC); Austin Recovery; Collaboracare for Kids; American YouthWorks; Any Baby Can; and Goodwill. ACS serves youth referred by professional referral sources such as: Department of Family and Protective Services (DFPS); Juvenile Probation Office (JPO); Austin Travis County Integral Care (ATCIC); Austin Independent School District (AISD); Project HELP; SafePlace; and LifeWorks.

In addition, ACS collaborates with People's Community Clinic, which provides an on-site family nurse practitioner and on-call physician to provide medical services.

ACS is a collaborative entity seeking to enhance systems and services for those impacted by abuse in the Austin community. Most recently, ACS worked in collaboration with SafePlace to create LIFT, an alliance of victim/survivor-centered non-profit agencies responding to and preventing child, domestic, and sexual abuse.

Service Collaboration with Other Agencies

No Collaborations are funded by this contract.

Community Planning Activities

ACS is an active participant and advocate among the following partnerships: Ready by 21, One Voice Central Texas, Travis County Collaborative for Children (TCCC), Central Texas Coalition Against Human Trafficking (CTCAHT), Trauma-Informed Care Consortium of Central Texas (TICC), Texas Law Center for Children's Commission and Collaborative Council, Interagency Foster Care Committee (IFCC), United Way – Success by 6, Texans Care for Children, Public Private

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Program Work Statement

Contract Start Date 9/1/2015 *Contract End Date* 9/30/2018

Partnerships (P3), Texas Alliance for Child and Family Services, UAC Taskforce, Texas Association for Infant Mental Health, 40 to None, Children at Risk, Disproportionality Committee Center for Elimination of Disproportionality and Disparities, Project HELP and the Freedom Collaborative.

Program Performance Measures

		<i>Period</i>			<i>Contract Term</i>
		<i>1</i>	<i>2</i>	<i>3</i>	
	<i>Start Date</i>	10/1/2015	10/1/2016	10/1/2017	9/1/2015
	<i>End Date</i>	9/30/2016	9/30/2017	9/30/2018	9/30/2018

		<i>Period</i>			<i>Contract Term **</i>
		<i>1</i>	<i>2*</i>	<i>3*</i>	
<i>Outputs</i>					
<i>ID</i>	<i>Output Measure Description</i>				
1	Total Number of Unduplicated Clients Served	8	8	8	20

		<i>Period</i>			<i>Contract Term **</i>
		<i>1</i>	<i>2*</i>	<i>3*</i>	
<i>Outcomes</i>					
<i>ID</i>	<i>Outcome Measure Description</i>				
	Number of individuals making progress on their treatment plan goal(s)	55	55	55	131
3B	Number of individuals evaluated for progress on treatment plan goals(s)	69	69	69	165
	Percent of individuals making progress toward their treatment plan goals	79.71	79.71	79.71	79.39

* Goal Served May Include Carry-Over From Previous Period

** Goal Served Spans Contract Term / May Not Include Carry-Over / Clients Served Must Be < or = Sum of Periods)

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City of Austin Health and Human Services

Social Service Contracts

Client Eligibility Requirements

UNLESS OTHERWISE STATED IN THE CONTRACT WORK STATEMENT, THESE REQUIREMENTS APPLY TO ALL CLIENTS SERVED WITH CITY SOCIAL SERVICES FUNDING.

GENERAL

- Eligibility requirements for clients served under grant contracts will be determined by the grantor.
- Agency must maintain a record of client eligibility (e.g. client file or electronic record) that includes documentation of:
 - ♦ Annual certification of client eligibility
 - ♦ Services provided to client
- Agency must recertify client when notified of a change in family circumstances (e.g. family income, residence, and/or family composition)
- Unless specified by Grant/Funding Source, re-certification of clients is required not less than once every 12 months (unless required earlier by a change in family circumstances)
- Homeless clients:
 - ♦ If the program eligibility requires homeless status, the residency requirements and income requirements do not apply
 - ♦ Homeless status must be documented by a signed (1) Homeless Eligibility Form or Homeless Self-Declaration Form and (2) entry into Homeless Management Information System (HMIS) database. These forms must be developed by the agency and be approved by the City contract manager.
- Other Client populations:
 - ♦ Clients in programs serving victims of violence are not subject to residency or income requirements
 - ♦ Eligibility exceptions for any other type of clients and/or documentation situations must be described in Contract Work Statement
- Date of receipt by agency must be indicated on all documentation in client file

IDENTITY

- Client must provide proof of identity in order to receive City-funded services, documented by:
 - ♦ A government –issued identification; or
 - ♦ A signed Self-Declaration of Identity supported by client residency documentation

RESIDENCY

- City-funded clients must be a resident of the City of Austin (Full Purpose Jurisdiction) and/or Travis County
 - ♦ Residence must be documented by proof of address that includes client name (e.g. City utility bill, lease, letter from landlord, etc.)
 - ♦ Residency eligibility must be verified by one or more of the following sources:
 - Austin GIS Jurisdictions Web Map (<http://www.austintexas.gov/gis/JurisdictionsWebMap/>)
 - Travis County Appraisal District website (<http://www.traviscad.org>)

City of Austin Health and Human Services

Social Service Contracts

Client Eligibility Requirements

- U.S. Postal Service website (verification of County only) (www.usps.com)

INCOME

- Client intake form must reflect wages/income of all family members 18 years old or older living in the household
- Determination of Family Size:
 - ♦ For the purposes of determining eligibility for City-funded services, a family unit consists of:
 - A person living alone:
 - An adult living alone
 - A minor child living alone or with others who are not responsible for the child's support
 - Two or more persons living together who are wholly or partially responsible for the support of the other person/people:
 - Two persons in a domestic partnership, or legal or common-law marriage
 - One or both legal parents and minor children
 - One or both adult caretakers of minors and the caretaker(s)'s minor children. Note: a caretaker is one or both adults(s) who performs parental functions (provision of food, clothing, shelter, and supervision) for a minor.
- Family income must be 200% or less of current Federal Poverty Income Guidelines (FPIG) to be eligible for City-funded services; agency must update its FPIG categories when Federal figures change. Income inclusions and exclusions are based on Texas Administrative Code §5.19 and are as follows:

(1) Included Income:

- (A) Temporary Assistance for Needy Families (TANF);
- (B) Money, wages and salaries before any deductions;
- (C) Net receipts from non-farm or farm self-employment (receipts from a person's own business or from an owned or rented farm after deductions for business or farm expenses);
- (D) Regular payments from social security, including Social Security Disability Insurance (SSDI) and Supplemental Security Income (SSI);
- (E) Railroad retirement;
- (F) Unemployment compensation;
- (G) Strike benefits from union funds;
- (H) Worker's compensation;
- (I) Training stipends;
- (J) Alimony;
- (K) Military family allotments;
- (L) Private pensions;
- (M) Government employee pensions (including military retirement pay);
- (N) Regular insurance or annuity payments; and
- (O) Dividends, interest, net rental income, net royalties, periodic receipts from estates or trusts; and net gambling or lottery winnings.

(2) Excluded Income:

- (A) Capital gains; any assets drawn down as withdrawals from a bank;
- (B) The sale of property, a house, or a car;
- (C) One-time payments from a welfare agency to a family or person who is in temporary financial difficulty;

City of Austin Health and Human Services

Social Service Contracts

Client Eligibility Requirements

- (D) Tax refunds, gifts, loans, and lump-sum inheritances;
- (E) One-time insurance payments or compensation for injury;
- (F) Non-cash benefits, such as the employer-paid or union-paid portion of health insurance or other employee fringe benefits;
- (G) Food or housing received in lieu of wages;
- (H) The value of food and fuel produced and consumed on farms;
- (I) The imputed value of rent from owner-occupied non-farm or farm housing;
- (J) Federal non-cash benefit programs as Medicare, Medicaid, Food Stamps, and school lunches;
- (K) Housing assistance and combat zone pay to the military;
- (L) Veterans (VA) Disability Payments;
- (M) College scholarships, Pell and other grant sources, assistantships, fellowships and work study, VA Education Benefits (GI Bill); and
- (N) Child support payments.

- Client income amounts must reflect *Gross Income*, before any deductions
- If any adult family member has no income, a Self-Declaration of No Income form is required for that individual
- Income documentation requirement:
 - ❖ Programs providing financial assistance to or on behalf of clients (including but not limited to rent, utilities, arrears, child care, tuition, occupational training): the client file must include primary eligibility sources; declaration of eligibility for another program (e.g., TANF, Free/Reduced/School Lunch Program) is not adequate documentation of eligibility
 - ❖ Programs which do not provide financial assistance to or on behalf of clients: the client file must include primary eligibility sources or a self-declaration of income form

Any question about eligibility criteria not addressed here or for which the contractor needs clarification must be referred to the contractor's City contract manager. The City has final authority to declare an individual eligible or not eligible for City-funded services based on the criteria in this document.

Program Budget and Narrative

	<i>1</i>	<i>Period 2</i>	<i>3</i>	<i>Contract Start Contract End</i>	<i>9/1/2015 9/30/2018</i>
<i>Period Start Date</i>	9/1/2015	10/1/2016	10/1/2017		
<i>Period End Date</i>	9/30/2016	9/30/2017	9/30/2018		Total
<i>Salary plus Benefits</i>	\$88,200.00	\$88,200.00	\$88,200.00		\$264,600.00
<i>General Operations Expenses</i>	\$0.00	\$0.00	\$0.00		\$0.00
<i>Program Subcontractors</i>	\$0.00	\$0.00	\$0.00		\$0.00
<i>Staff Travel</i>	\$0.00	\$0.00	\$0.00		\$0.00
<i>Conferences</i>	\$0.00	\$0.00	\$0.00		\$0.00
<i>Operations SubTotal</i>	\$0.00	\$0.00	\$0.00		\$0.00
<i>Food and Beverages for Clients</i>	\$0.00	\$0.00	\$0.00		\$0.00
<i>Financial Direct Assistance to Clients</i>	\$0.00	\$0.00	\$0.00		\$0.00
<i>Other Assistance Amount</i>	\$0.00	\$0.00	\$0.00		\$0.00
<i>Direct Assistance SubTotal</i>	\$0.00	\$0.00	\$0.00		\$0.00
<i>Capital Outlay Amount</i>	\$0.00	\$0.00	\$0.00		\$0.00
Total	\$88,200.00	\$88,200.00	\$88,200.00		\$264,600.00
<i>Total Period Percentage</i>	33.33	33.33	33.33		

Detailed Budget Narrative**Salaries plus Benefits**

Annual staff salaries for 2.4 fte Youth Care Workers plus fringe benefits proportionate to percent of City funded salaries. Fringe includes employer paid FICA, Health Insurance, Dental Insurance, Vision Insurance, Life Insurance, Unemployment Insurance, Workers Compensation, Short Term Disability, and Retirement.

General Op Expenses**Program Subcontractors****Staff Travel****Conferences****Food and Beverage****Financial Assistance****Other Assistance****Capital Outlay**

**City of Austin, Texas
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NON-DISCRIMINATION CERTIFICATION**

**City of Austin, Texas
Human Rights Commission**

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:
Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

**City of Austin
Minimum Standard Non-Discrimination in Employment Policy:**

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for

addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 29th day of May, 2015

CONTRACTOR
Authorized
Signature

Austin Children's Services
[Signature]
Executive Director

Title

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

The following Supplemental Purchasing Provisions apply to this solicitation:

1. EXPLANATIONS OR CLARIFICATIONS: (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to CityHSRFA2014@austintexas.gov by 4 PM on April 11th, 2014. Questions not submitted to the email address above or after the deadline will not be addressed. Questions and Answers will be available at the following link: <http://austintexas.gov/article/social-services-solicitation>

2. INSURANCE: Insurance is required for this solicitation.

Contractor shall have, and shall require all Subcontractors of every tier providing services under this Contract to have, Standard Insurance meeting the General Requirements as set forth below and sufficient to cover the needs of Contractor and/or Subcontractor pursuant to applicable generally accepted business standards. Depending on services provided by Contractor and/or Subcontractor(s), Supplemental Insurance Requirements or Alternate Insurance Options shall be imposed as follows:

I. General Requirements Applicable to All Contractors' Insurance.

The following requirements (A-J) apply to the **Contractor and to Subcontractor(s) of every tier** performing services or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following concerning insurance requirements applicable to Contractor and Contractor's Subcontractor(s):

- A. The minimum types and limits of insurance indicated below shall be maintained throughout the duration of the Contract.
- B. Insurance shall be written by companies licensed in the State of Texas with an A.M. Best rating of B+ VII or higher.
- C. Prior to commencing work under this Contract, the required insurance shall be in force as evidenced by a Certificate of Insurance issued by the writing agent or carrier. A copy of the Certificate of Insurance shall be forwarded to the Human Services Administration Unit upon request. Execution of this Contract will not occur until such evidence of insurance has been provided and accepted by the City.
- D. Certificates of Insurance shall include the endorsements outlined below and shall be submitted to the Human Services Administration Unit. The Certificate(s) shall show the City of Austin Contract number and all endorsements by number.
- E. Insurance required under this Contract which names City of Austin as Additional Insured shall be considered primary for all claims.
- F. Insurance limits shown below may be written as primary or structured using primary and excess or umbrella coverage that follows the form of the primary policy.
- G. City shall be entitled, upon its request and without expense, to receive certified copies of policies and endorsements.
- H. City reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of services has been expanded.
- I. Contractor shall not allow any insurance to be cancelled or lapse during any term of this Contract. Contractor shall not permit the minimum limits of coverage to erode or otherwise be reduced. Contractor shall be responsible for all premiums, deductibles and self-insured retention. All deductibles and self-insured retention shall be shown on the Certificates of Insurance.
- J. Insurance coverages specified in this Contract are not intended and will not be interpreted to limit the responsibility or liability of the Contractor or Subcontractor(s).

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

- K. The City will accept endorsements providing equivalent coverage if the insurance carrier does not use the specific endorsements indicated below.

II. Specific Requirements

The following requirements (II.A - II.G, inclusive) apply to the **Contractor and to Subcontractor(s) of every tier** performing services or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following concerning insurance requirements applicable to Contractor and Contractor's Subcontractor(s):

A. Workers' Compensation and Employers' Liability Insurance

1. Coverage shall be consistent with statutory benefits outlined in the Texas Workers' Compensation Act.
2. Employers' Liability limits are
 - \$100,000 bodily injury each accident
 - \$100,000 bodily injury by disease
 - \$500,000 policy limit
3. Policies under this Section shall apply to State of Texas and include the following endorsements in favor of City of Austin:
 - a. Waiver of Subrogation (Form 420304)
 - b. Thirty (30) day Notice of Cancellation (Form 420601)

B. Commercial General Liability Insurance

1. Minimum limits:
 - \$500,000* combined single limit per occurrence for coverage A and B.
 - *Supplemental Insurance Requirement
 - If eldercare, childcare, or housing for clients is provided, the required limits shall be:
 - \$1,000,000 per occurrence
2. The Policy shall contain or be endorsed as follows:
 - a. Blanket Contractual liability for this Contract
 - b. Products and Completed Operations
 - c. Independent Contractor Coverage
3. The Policy shall also include the following endorsements or endorsements providing equivalent coverage in favor of City of Austin:
 - a. Waiver of Subrogation (Form CG 2404)
 - b. Thirty (30) day Notice of Cancellation (Form CG 0205)
 - c. City of Austin named as additional insured (Form CG 2010)
4. If care of a child is provided outside the presence of a legal guardian or parent, the Contractor shall provide coverage for sexual abuse and molestation for a minimum limit of \$500,000 per occurrence.
 - The policy shall be endorsed to cover injury to a child while the child is in the care of the Contractor or Subcontractor.

C. Business Automobile Liability Insurance

1. Minimum limits:

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

\$500,000 combined single limit per occurrence

- a. If any form of transportation for clients is provided, coverage for all owned, non-owned, and hired vehicles shall be maintained with a combined single limit of \$1,000,000 per occurrence.
2. The Policy shall also include the following endorsements or endorsements providing equivalent coverage in favor of City of Austin:
 - a. Waiver of Subrogation (Form CA 0444)
 - b. Thirty (30) day Notice of Cancellation (Form CA 0244)
 - c. City of Austin named as additional insured (Form CA 2048)

D. Professional Liability Insurance

Coverage shall be provided with a minimum limit of \$1,000,000 per claim to cover negligent acts, errors, or omissions arising out of Professional Services under this Contract.

E. Blanket Crime Policy Insurance

A Blanket Crime Policy **providing coverage for employee dishonesty** shall be required with limits equal to or greater than the sum of all Contract Funds allocated by the City. Acceptance of alternative limits shall be approved by the HHSD Director.

F. Directors and Officers Insurance

Directors and Officers Insurance with a minimum of not less than \$1,000,000 per claim shall be in place for protection from claims arising out of negligent acts, errors or omissions for directors and officers while acting in their capacities as such. If coverage is underwritten on a claims-made basis, the retroactive date shall be coincident with or prior to the date of the Agreement and the certificate of insurance shall state that the coverage is claims made and the retroactive date. The coverage shall be continuous for the duration of the Agreement and for not less than twenty-four (24) months following the end of the Agreement. Coverage, including renewals, shall have the same retroactive date as the original policy applicable to the Agreement or evidence of prior acts or an extended reporting period acceptable to the City may be provided. The Contractor shall, on at least an annual basis, provide the City with a certificate of insurance as evidence of such insurance.

G. Property Insurance

If the Contract provides funding for the purchase of property or equipment the Contractor shall provide evidence of all risk property insurance for a value equivalent to the replacement cost of the property or equipment.

- H. Commercial Crime Insurance** for all losses emanating from the handling of checks or cash including but not limited to losses resulting from dishonest or criminal acts, fraud, embezzlement, forgery, misappropriation or loss of funds and errors in the processing or reporting of funds. This policy shall be written for a minimum limit of the sum total dollar amount of City contracts for social services.

- III. Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

3. TERM OF CONTRACT:

- A. The Contract shall be in effect for an initial term of 36 months and may be extended thereafter for up to 3 additional 12 month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

- B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 180 days unless mutually agreed on in writing).
- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
- D. Prices are firm and fixed for the first 12 months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.

4. RECYCLED PRODUCTS:

- A. The City prefers that Offerors offer products that contain recycled materials. When a recycled product is offered by the Offeror, the Offeror must state in their Offer the percentage of the product that is recycled and must include a list of the recycled materials that are contained in the product.
- B. The recycled content of paper products offered to the City shall be in accordance with the Federal Environmental Protection Agency's Recycled Product Procurement Guidelines. These guidelines are available at <http://www.epa.gov/cpg/>.

5. INTERLOCAL PURCHASING AGREEMENTS: (applicable to competitively procured goods/services contracts).

- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.
- B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

7. OWNERSHIP AND USE OF DELIVERABLES: The City shall own all rights, titles, and interests throughout the world in and to the Deliverables.

- A. **Patents:** As to any patentable subject matter contained in the Deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.
- B. **Copyrights:** As to any Deliverable containing copyrighted subject matter, the Contractor agrees that upon their creation, such Deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such Deliverables, provided however, that nothing in this Paragraph 36 shall negate the City's sole or joint ownership of any such Deliverables arising by virtue of the City's sole or joint authorship of such Deliverables. Should by operation of law, such Deliverables not be considered work made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of Austin) all worldwide right, title, and interest in and to such Deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such Deliverables to the City or at such other time as the City may request.

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- C. **Additional Assignments:** The Contractor further agrees to, and if applicable, cause each of its employees to execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns, and nominees, the sole and exclusive right, title, and interest in and to the Deliverables. The Contractor's obligations to execute acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Paragraph 36 A., B., and C. shall continue after the termination of this Contract with respect to such Deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the Deliverables, but should arise to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph above.

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1. INTRODUCTION

The overall objective for this competitive solicitation is to establish contracts with community-based organizations for services that promote self-sufficiency across the Life Continuum in an amount approximately \$13,815,227 per 12-month period. The contracted services shall target people who are residents of Austin and/or Travis County with gross income at or below 200% of federal poverty guidelines, with exceptions to this eligibility requirement for services designed specifically for homeless individuals and families and services designed specifically for victims of sexual and domestic violence.

To that end, the City of Austin (City) seeks applications in response to this Request for Applications (RFA) from qualified providers (Applicants) with demonstrated experience in providing social services to children, youth, adults and families, and/or seniors and persons with disabilities with diverse needs along a self-sufficiency continuum. The City requests applications that address social services' self-sufficiency goals across the Life Continuum.

1.1 Self-sufficiency Goals:

- a. Safety Net/Infrastructure Services: Ensure that no person is without such basic necessities as food, clothing, health, shelter, and behavioral health care, or constitutionally-guaranteed legal rights
- b. Transition Out of Poverty: Ensure developmental, educational, employment and other special opportunities for disadvantaged persons to further self-reliance
- c. Problem Prevention: Deter the growth of problem conditions at the individual and community level through education, preventive physical and behavioral health programs, crime prevention and other preventive programs
- d. Universal Support Services: Provide family and societal support services in response to long-term issues such as poverty and new problems created by urbanization and technological advances. These include education, child care, counseling and assistance for the aging, youth, homeless, and unemployed, rehabilitation services and other support rehabilitation services
- e. Enrichment: Encourage personal development and community enrichment through cultural and educational programs

1.2 Life Continuum Categories:

- a. Early Childhood: Represents the critical developmental period from birth through 5 years old. It provides the continuum of care (prevention, intervention, and treatment) that nurtures children to their optimal development in all domains: physical, social, emotional, language, and intellectual. Early childhood services support the evidence that children's development is intertwined with their environments and relationships at home, at school, and in the community, and with the adults in those environments including parents/families, caregivers, teachers, and service providers.
- b. Youth: Focuses on the lives and needs of youth and adolescents, defined as individuals ages 6-21, by addressing areas of opportunity, out of school time, youth enrichment, and healthy development. Through the participation of these programs, youth are given the

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tools to successfully transition through the educational continuum to employment; experience physical and emotional well-being; understand learning and training opportunities; and experience positive growth for themselves and their community.

- c. **Adults and Families:** Focuses on assisting adults and families with meeting their essential needs and improving or maintaining their quality of life by providing basic needs, housing and homeless services, behavioral health, workforce development and other social services.
- d. **Seniors & Persons with Disabilities:** With a rapidly growing number of seniors, defined as individuals of 55 years of age or older, and a significant population of people with disabilities, including both physical and mental disabilities, services to these individuals are intended to help them maintain dignity, independent living, housing stability, and to assist with basic needs.

Contracts entered into under this RFA are anticipated to be for an initial three-year period, beginning October 1, 2015, with three one-year renewal options for a total contract period not to exceed six (6) years. All contracts awarded through this solicitation will require authorization of the Austin City Council. The City Council has directed that final contract decisions be consistent with the goals of the Imagine Austin Comprehensive Plan and other community plans outlined in this solicitation.

2. BACKGROUND

A Focus on Self-Sufficiency Across the Life Continuum

In preparation for this RFA, the City engaged a broad range of stakeholders in community conversations and consulted various local, state, and federal action plans and reports. These efforts highlighted issue areas that promote self-sufficiency across the Life Continuum such as: 1) Basic Needs, 2) Behavioral Health, 3) Child and Youth Services, 4) Homeless Services, and 5) Workforce Development.

The following plans and reports identify significant needs in our community, gaps in services, and/or best practices for strategies that foster and support self-sufficiency for individuals and families. This is a partial list of the documents used and does not include all applicable plans and reports.

- a. *School Readiness Action Plan* (May 2012), UnitedWay
- b. *Priority Outcomes for Child and Youth Well-being*, (2012) Ready by 21 Coalition of Central Texas
- c. *Travis County Community Impact Report* (2012), Travis County HHS & VS
- d. *Hunger and Homelessness Survey* (Dec 2012), The U.S. Conference of Mayors
- e. *CAN Community Dashboard* (2012, 2013), Community Advancement Network
- f. *Permanent Supportive Housing Strategy* (September 2010), City of Austin & CSH
- g. *Home Health Quality Initiative* (April 2013), Centers for Medicare & Medicaid Services
- h. *10 Year Plan to End Homelessness* (2010), Ending Community Homelessness Coalition

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- i. *American Community Survey* (2012), U.S. Census Bureau – and the *Travis County Snapshot from the 2012 American Community Survey*, Travis County HHS & VS
- j. *SAMHSA's National Registry of Evidence-based Programs and Practices* (2013), The Substance Abuse and Mental Health Services Administration
- k. *Austin/Travis County Community Health Assessment* (2012), A/TCHHSD, Travis County HHS & VS, Central Health, St. David's Foundation, Seton Healthcare Family, UTHSC
- l. *Mayor's Mental Health Task Force Final Report* (2005), Austin/Travis County Behavioral Health Planning Partnership
- m. *Embracing an Age Diverse Austin: Mayor's Task Force on Aging Report and Recommendations* (2013), Mayor's Task Force on Aging
- n. *Imagine Austin* (2012), City of Austin

As the community's social and economic environment continues to change, the City will invest in social services that focus on promoting and sustaining self-sufficiency for targeted individuals and families across the Life Continuum.

3. PRINCIPAL OBJECTIVE & GOALS

This RFA establishes an open and competitive process which encourages applications that are client-centered and employ evidence-based, research-based or promising practices that promote self-sufficiency across the Life Continuum. This RFA requires the service strategy/strategies proposed be consistent with one or more of the goals outlined below:

- a. Early Childhood:
 1. **READY FAMILIES GOALS:** Parents have a secure attachment to their infants and young children. Parents respond appropriately to their children's cues. Families provide stimulating learning experiences for their children prior to school entry. Families are financially stable.
 2. **READY SERVICES: EARLY CHILDHOOD EDUCATION GOALS:** Affordable, accessible early education services are available for all families. Available early education services are culturally relevant, healthful, engaging, rigorous, and are of sufficient quality to measurably impact school readiness outcomes.
 3. **READY SERVICES: PREVENTATIVE PRIMARY CARE & MENTAL HEALTH GOALS:** Children and family members are linked to preventative physical and mental health services and treatment as needed. Children with developmental delays are referred to appropriate services.
 4. **READY CHILDREN GOALS:** Low-income Travis County children ages 0–5 are happy, healthy and prepared for school success.
(School Readiness Action Plan)
- b. Youth:
 1. Children, youth and young adults:

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- i. Are physically healthy
 - ii. Are physically safe
 - iii. Respect diversity and demonstrate empathy and pro-social behaviors
 - iv. Engage in community, school and/or extracurricular activities
 - v. Are aware of, appreciate and demonstrate behaviors of personal and social responsibility
 - vi. Have good mental health and are emotionally resilient
 - vii. Avoid risky behaviors
 - viii. Are academically successful
 - ix. Have awareness and positive attitudes about adult careers
 - x. Graduate from high school college- and/or career-ready and prepared for a Life of learning
 - xi. Successfully complete post-secondary education or training
 - xii. Are productive and equipped to reach financial self-sufficiency
- (Ready by 21)**

c. Adults and Families:

1. Basic Needs: Individuals and families have resources for the most fundamental aspects of daily living such as food, housing, utilities, safety and personal care. Basic needs services are often emergency or short-term services provided during/after a crisis or following a prolonged period of extremely limited resources. Typically these needs must be met before an individual or family has the capacity to transition out of poverty and into self-sufficiency.
2. Homeless & Housing Services: People at risk of becoming homeless, the situational homeless and the chronic homeless will be identified early and receive the assistance they need to maintain and receive appropriate housing (***Ending Community Homeless Coalition - ECHO***). People experiencing homelessness have access to a safe and secure environment where they are offered a variety of services, including case management, safe sleep, mental/physical supports, and resource information to address a variety of needs. Individuals and families who have experienced violence or abuse have access to trauma-informed emergency shelter, transitional and/or other housing and support services to stabilize, heal, and build self-sufficiency.
3. Behavioral Health: Austin/Travis County will be a community that promotes the mental and physical health of its residents and all persons of all cultures and all special populations will have access to prevention, intervention, treatment, and recovery support services of substance use disorders and mental illness (***Behavioral Health Planning Partnership***).
4. Workforce Development: Individuals are connected to jobs with good wages, benefits and career path opportunities to transition out of poverty and promote self-sufficiency. In many cases, for individuals to successfully transition into sustained employment, basic adult education and language acquisition services are required in addition to certifications and skills based instruction. Improve access to high quality adult education, including English as a Second Language, General Education Development, Adult Basic Education, computer literacy, financial literacy and health

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literacy to obtain literacy skills necessary for self-sufficiency (*Literacy Coalition of Central Texas*). Reduce disparities in education, employment and income (*Workforce Solutions Strategic Plan, Overarching Goals*).

d. Seniors & Persons with Disabilities:

1. Seniors:

- i. Provide a continuum of services and supports that help older adults “age in place/community” and avoid premature or unnecessary institutionalization (e.g., hospital, nursing homes, etc.)
- ii. Provide services that focus on the cognitive and mental/behavioral health of older adults such as late-life depression, anxiety, suicide prevention, substance abuse, and dementia.
- iii. Ensure access to meaningful opportunities for recreation and social engagement to avoid isolation, loneliness and depression.
- iv. Support family caregivers with services that promote their self-care, health and effectiveness (e.g., respite care, education, therapeutic counseling).
- v. Provide access to safe and affordable housing that allows older adults to age in place and have access to transportation options.

(Mayor’s Task Force on Aging 2013)

2. Persons with Disabilities:

- i. Provide a continuum of services and supports throughout the person’s Life to remain in community-based settings and avoid institutionalization (e.g., State Supported Living Center, prison, nursing homes, etc.).
- ii. Provide services and resources that support families and caregivers for the Life of the person with a disability (e.g., respite care, education, transitional services, etc.).
- iii. Provide access to affordable housing options that include accessible transportation opportunities to work, healthcare, shopping, education and play.
- iv. Provide opportunities for persons with disabilities to be employed in non-segregated, regular workplaces.
- v. Ensure access to meaningful day activities for adults with disabilities to avoid isolation, depression, and victimization

(Intellectual and Developmental Disabilities Coalition; “Community Integration for People with Disabilities: Key Principles.”)

4. CONNECTION TO IMAGINE AUSTIN

The Applicant shall indicate how the proposed strategy/strategies correspond to the Imagine Austin Comprehensive Plan vision statement and one or more of its core mission statements.

The Imagine Austin Comprehensive Plan vision statement states:

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“Austin is a beacon of sustainability, social equity, and economic opportunity; where diversity and creativity are celebrated; where community needs and values are recognized; where leadership comes from its citizens, and where the necessities of life are affordable and accessible to all.”

Imagine Austin’s core mission statements, as they relate to the City’s social service investments, are as follows:

Austin is Livable: All residents have a variety of urban, suburban, and semi-rural lifestyle choices with access to quality schools, libraries, parks and recreation, health and human services, and other outstanding public facilities and services.

- a. Austin’s diverse population is active and healthy, with access to locally-grown, nourishing foods and affordable healthcare

Austin is Educated: Austin provides everyone with an equal opportunity for the highest quality of education that allows them to fully develop their potential. Networks of community partnerships support our schools and ensure that our children receive the resources and services they need to thrive and learn.

- a. Our school campuses provide safe and stable environments enabling future success
- b. Every child in Austin has the chance to engage with other cultures, communities, and languages, providing pathways for healthy development and the critical thinking skills students need as future citizens of Austin and the world.

Austin is Prosperous: Austin’s prosperity exists because of the overall health, vitality, and sustainability of the city as a whole — including the skills, hard work, and qualities of our citizens, the stewardship of our natural resources, and developing conditions that foster both local businesses and large institutions.

- a. Equitable opportunities are accessible to all through quality education, training, and good jobs

Austin Values and Respects its People: Austin is its people. Our city is home to engaged, compassionate, creative, and independent thinking people, where diversity is a source of strength, and where we have the opportunity to fully participate and fulfill our potential. People across all parts of the city and of ages and income levels live in safe, stable neighborhoods with a variety of affordable and accessible homes with access to healthy food, economic opportunity, healthcare, education, and transportation

<http://assets.austintexas.gov/webiacpfullreduced.pdf>.

5. PROGRAM STRATEGIES & TARGET POPULATION

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The City is intentionally leaving program strategies and target population options open beyond the criteria listed in this section for the areas described above, allowing Applicants to propose solutions to maintain, improve, or promote self-sufficiency throughout the Life Continuum in an effective and successful manner for the target population identified. Applicants are encouraged to incorporate strategies that reflect evidence-based or promising practices and the proposed strategies shall be aligned with the Life Continuum goals outlined in Section 3 of this RFA.

The Applicant shall clearly identify the primary Life Continuum category addressed by their application. Any additional Life Continuum category/categories being addressed shall also be identified. Applicants may propose multiple strategies either within the same application or in separate applications as appropriate for their targeted population(s).

Applicants shall clearly identify the target population(s) they plan to serve. If applicable, Applicants shall describe how they will serve clients who have a criminal history.

The services the City will purchase will include the following characteristics:

- a. Are client-centered with a holistic approach
- b. Serves high-risk clients living at or below 200% of poverty with significant and/or multiple barriers to self-sufficiency and stability
- c. Are Integrated with the community to improve access to supportive services
- d. Links client and services to other City-funded or City-operated services

The Applicant shall also provide data to demonstrate the need for the strategy/strategies being proposed. Data should include but is not limited to:

- a. Target Population demographic/Census data
- b. Target Population unmet need(s)
- c. Applicant's trends in Target Population unmet need(s)
- d. Waiting list information (if applicable)
- e. Data from community databases, such as Homeless Management Information System, showing Target Population unmet need(s) (if applicable)

If the proposed strategies cut across the Life Continuum and or are collaborative/cooperative with other service providers, Applicants shall indicate how the proposed strategies will be implemented to successfully reach individuals in multiple Life Continuum categories and/or how the proposed collaborative/cooperative will successfully work together to maximize service delivery to the target populations. For the purposes of this RFA, the terms "collaborative" and "cooperative" are defined below:

- Collaborative: a consortium with a lead agency/fiscal agent and subcontractors
- Cooperative: a consortium with a lead agency working in partnership with one or more other agencies

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Applicants may submit one or more applications as a primary contractor and may choose to participate as a subcontractor or partner in another application.

6. OUTCOMES & OUTPUTS

One or more of the following high-level outcomes designed to demonstrate progress in self-sufficiency through the Life Continuum is required for all applications. Additional outcomes may also be proposed which show the connection to primary and secondary Life Continuum category/categories, if applicable.

1. Percent of households that maintain housing or transition into housing
2. Percent of individuals who maintain or increase income
3. Percent of individuals who make progress toward treatment plan goals
4. Percent of children and youth who progress to the next developmental or academic level
5. Percent of individuals who demonstrate improved life skills and/or knowledge

All applications shall also include the following high-level output. Additional outputs may also be proposed which show the connection to primary and secondary Life Continuum category/categories, if applicable.

1. Number of unduplicated clients served per 12-month contract period
2. Number of unduplicated clients served during the initial 36-month contract period

7. ELIGIBILITY REQUIREMENTS

The eligibility requirements for this RFA are outlined in Section 0620 – Client Eligibility Requirements. The City requires all awarded agencies to maintain a complete and current record of client eligibility throughout the entire contract period (e.g. client file or electronic record) that includes documentation of the elements listed in Section 0620.

Applicants may propose alternate eligibility criteria from the requirements in Section 0620 for the proposed target population(s). If applicable, Applicants shall clearly define the proposed alternate eligibility criteria.

Applicants shall describe how the City Client Eligibility Requirements (Section 0620) or the proposed alternate eligibility criteria will be documented for the target population(s) identified in the application.

8. FUNDING INFORMATION

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- a. \$13,815,227 is available per 12-month period for all Life Continuum categories for a total three-year amount of \$41,445,681 dependent upon Austin City Council approval.
 - 1. The following funding amounts are available for each Life Continuum category per 12-month period:
 - i. Early Childhood - \$949,416
 - ii. Youth - \$1,961,339
 - iii. Adults and Family - \$7,327,622
 - iv. Seniors and People with Disabilities - \$813,804
 - v. \$2,763,045 is available to be awarded in any Life Continuum category
- b. Applicants shall apply for at least \$50,000 per 12-month period.
- c. It is the City's intent to provide initial three-year contract with three (3) one-year renewal options, for a total contract period not to exceed six (6) years. The initial three-year contract funding period will be October 1, 2015, through September 30, 2018.
- d. The City of Austin reserves the right to adjust the contract amount or scope of work over the contract period based on community needs, applicant's ability to expend funds in a timely manner or any other factor. When the City determines adjustments need to be made, the City will provide at least 90-day notice to the contractor.

9. ELIGIBLE APPLICANTS

- a. Any nonprofit or governmental agency that can legally contract with the City (as verified by the City Purchasing Office).
 - 1. City policy does not permit entering into a contract with an entity that owes taxes to the City.
 - 2. The Applicant and its principals may not be currently suspended or debarred from doing business with the Federal Government, as indicated by the United States General Services Administration list of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- b. Applicants shall be able to meet the City's insurance requirements for social service contractors. See the insurance requirements in Section 0400 of the RFP.
- c. Applicant's two most recent consecutive audit years:
 - 1. Shall reflect an unqualified and/or unmodified audit opinion
 - 2. Shall not reflect a "Going Concern Uncertainty"
 - 3. Shall not reflect financial management issues unless Applicant can provide evidence that necessary changes have been implemented.
- d. Applicant's Board of Directors shall:
 - 1. Have specific terms delineated by a beginning and ending date
 - 2. Meet in person a minimum of three times per fiscal year
 - 3. Have a process to review program performance, approve budgets, review financial performance and approve audit reports.
- e. Within the last five years, the Applicant shall have a minimum of two years successful experience working with the proposed target populations and providing the proposed services to clients.

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All Applicants must submit the following documents in a sealed envelope in the same package as their application:

- a. Completed Application Threshold Checklist (Section 0610)
- b. Current Board of Directors by-laws
- c. Approved Board of Directors minutes during the previous fiscal year reflecting the Board has a documented process that:
 - a. reviews program performance
 - b. approves budgets
 - c. reviews financial performance
 - d. approves audit reports
- d. Copy of the most recently filed 990 or 990 EZ, or Extension to File documentation (no older than FY 2012)
- e. A complete set of audited financial statements which include the auditor's opinion and any management letters, covering the two most recent consecutive audit years

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APPLICATION SUBMISSION REQUIREMENTS

The Applicant must submit its response in two **SEPARATE** sealed envelopes.

ENVELOPE #1 – THRESHOLD REVIEW

This sealed envelope must contain the following:

1. **Application Threshold Checklist – Section 0610**
2. Required Attachments

The envelope should be labeled: THRESHOLD REVIEW CHECKLIST
[NAME OF AGENCY]
[NAME OF PROPOSED PROGRAM]

ENVELOPE #2 – APPLICATION DOCUMENTS

This sealed envelope must contain the following:

1 original and 6 CDs or flash drives each containing all the elements below:

1. Executive Summary
2. Application
3. Attachments

The envelope should be labeled: APPLICATION DOCUMENTS
[NAME OF AGENCY]

BOTH SETS OF ENVELOPES SHOULD BE SHIPPED IN A BOX (OR BOXES) WITH THE SOLICITATION NUMBER **EAD0116 CLEARLY MARKED ON THE OUTSIDE AND IDENTIFY WHICH ENVELOPE IS IN WHICH PACKAGE.**

Executive Summary

The Executive Summary cannot exceed two (2) pages using the Application Format guidelines listed below and must include:

1. A brief description of the Applicant

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2. A brief description of how the application will address the primary self-sufficiency goal and Life Continuum category identified
3. A brief description of any additional self-sufficiency goals and/or Life Continuum categories addressed
4. A brief description of the need of the target population(s) for the strategy/strategies being proposed
5. A brief summary of the proposed program strategy/strategies
6. The amount of funding requested
7. A statement of the Applicant's compliance with all applicable rules and regulations of Federal, State and Local governing entities is required. The Applicant must state compliance with all terms of this Request for Application (RFA).

Application Evaluation

An application must address each item in Parts I, II, & III, outlined below, in order to be considered responsive to the goals of this RFA. Part IV is optional and is not required in order for an application to be considered responsive to the goals of this RFA. A total of 100 points may be awarded to the application in Parts I, II, & III below with an additional 25 bonus points available in Part IV for a potential of 125 total evaluation points. The maximum score per section is noted at the beginning of each section. All responses will be evaluated as to how the proposed program aligns with the goals of this RFA and whether each required response to the evaluation factors has been adequately addressed.

Application Format

The Applicant must use size 12 Times New Roman font. An original Application must be printed double-spaced on single-sided 8½ x 11 inch plain white paper with 1" margins and no Page Scaling. Do not submit booklets, pamphlets, or other bulky items. Do not use covers, card stock, staples, binders, notebooks, or dividers with tabs. Fasten the proposal with binder clips only.

An application cannot exceed **25 (twenty-five) pages**, excluding executive summary, table of contents, signed certifications, budget forms, MOUs, logic models, resumes, job descriptions or other required attachments outlined in the sections below. An **additional 5 (five) pages** is allowed if an application responds to any or all of the items in Part IV of this RFA.

The actual application itself should be organized and labeled using the following

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informational sequence:

Part I – Program Overview and Strategy

Total points: 70

A. Connection to the Self-Sufficiency Goals and Life Continuum Categories

Applicants must use Section 0615 – Connection to Self-Sufficiency Goals and Life Continuum Categories to identify the primary self-sufficiency goal and Life Continuum category the application addresses.

1. Provide information on how the application meets the primary self-sufficiency goal and Life Continuum category.
 - a. If additional self-sufficiency goals and Life Continuum categories are addressed, Applicants must use Section 0615 – Connection to Self-Sufficiency Goals and Life Continuum Categories to identify the secondary self-sufficiency goal(s) and Life Continuum category/categories the application addresses. Applicant must also provide information on how the application meets the additional self-sufficiency goal(s) and/or Life Continuum category/categories in Part IV – Bonus Evaluation Points, Section A – Connection to Additional Self-Sufficiency Goal(s) and Life Continuum Category(ies).

For a detailed description of the Self-Sufficiency Goals and Life Continuum Categories, see Section 0500 – Scope of Work: Section 1 – Introduction, 1.1 & 1.2.

B. Target Population(s) for the Goal(s)

1. Describe the target population(s) that will be served and if this population is similar to or different from your current service population.
 - a. If the target population(s) is similar to your current service population, please provide a description of your experience and success working with this population.
 - b. If the target population(s) is different from your current service population, describe the modifications and new strategies you will implement to serve the new target population(s).
2. Provide data and data source(s) to demonstrate the need of the target population(s) for the strategy/strategies being proposed. Data should include but are not limited to:
 - a. Target population demographic/Census data
 - b. Quantified target population unmet need(s)
 - c. Applicant's trends in target population unmet need(s)
 - d. Waiting list information (if applicable)
 - e. Data from community databases, such as Homeless Management Information System, showing target population unmet need(s) (if applicable)

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3. Describe the strategy/strategies that will be implemented to serve clients with a criminal history.
4. Describe how the Client Eligibility Requirements (Section 0620) will be documented for the target population(s) identified in the application.
 - a. If alternate eligibility criteria are being proposed, define the alternate eligibility criteria and provide justification about why the alternate eligibility criteria are appropriate for the proposed strategy/strategies. Also describe how the alternate eligibility criteria will be documented for the target population(s) identified in the application.
5. Describe how the agency will ensure all four of the following National Culturally and Linguistically Appropriate Services (CLAS) Standards in Health and Health Care (<http://minorityhealth.hhs.gov/templates/browse.aspx?lvl=2&lvlID=15>) are in place to ensure cultural and language differences are not a barrier to services.
 - a. Educate and train governance, leadership, and workforce in culturally and linguistically appropriate policies and practices on an ongoing basis.
 - b. Offer language assistance to individuals who have limited English proficiency and/or other communication needs, at no cost to them, to facilitate timely access to all health care and services.
 - c. Inform all individuals of the availability of language assistance services clearly and in their preferred language, verbally and in writing.
 - d. Ensure the competence of individuals providing language assistance, recognizing that the use of untrained individuals and/or minors as interpreters should be avoided.

Agencies are encouraged to implement all 15 CLAS Standards listed on the website identified above.

C. Program Strategy to Accomplish the Goals

1. Describe the program strategy/strategies.
2. Describe how the proposed strategy/strategies reflect evidence-based, research-based, or promising practices. Explain the rationale behind the program design. Include which level of evidence the program model falls in, according to the Section 0635 - Defining Evidence Guideline, and how this design meets the specific needs of the target population(s) identified in the application.
 - a. If the program falls in the category of evidence-based or research-based, provide a description of evidence used, including source(s), and method for ensuring program model fidelity. Provide a logic model for innovative approaches.
 - b. If the program falls into the category of “promising practice,” include (a) a logic model as an attachment to the application and (b) a brief plan for evaluation.
3. Describe how the program strategy/strategies align with one or more of the goals outlined in Section 0500 – Scope of Work: Section 3 – Principal Objective and Goals.

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4. Describe how the program strategy/strategies correspond to the Imagine Austin Comprehensive Plan vision statement and one or more of its core mission statements (Section 0500 – Scope of Work: Section 4 – Connection to Imagine Austin).
5. Describe any barriers and challenges the target population(s) may encounter accessing services and how these barriers and challenges will be mitigated.
6. If the proposed strategy/strategies reach individuals in multiple Life Continuum categories and/or are collaborative/cooperative with other service providers, describe how the proposed strategies will be implemented to successfully reach individuals in multiple Life Continuum categories and/or how the proposed collaborative/cooperative will successfully work together to maximize service delivery to the target populations.
7. Describe any barriers and challenges you may encounter implementing the proposed strategy/strategies and how you will overcome them.
8. Describe any subcontractor partnerships funded under this application and informal relationships with service providers not funded under this application. Describe how they are necessary and/or appropriate for the strategy/strategies proposed.
9. Describe the project activities.
10. *For Applicants proposing homelessness prevention and/or homeless intervention services:* Applicants will be required to adhere with the City of Austin Health and Human Services Department Homeless Housing Habitability Standards. Describe how your organization will comply with the requirements outlined in Section 0625 – Homeless Housing Habitability Standards.

D. Performance Measures – Impact on the Goals

Applicants must use Section 0640 – Program Performance Measures and Goals to indicate their specific Output and Outcome Measures.

1. Describe how the Applicant will calculate the required and any other proposed outputs and outcomes.

Output Measures

All applications must include the following high-level outputs:

1. Number of unduplicated clients served per 12-month contract period
2. Number of unduplicated clients served during the initial 36-month contract period

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Additional outputs may also be proposed which show the connection to primary and secondary Life Continuum category/categories, if applicable.

Outcome Measures

All applications must include one or more of the following high-level outcomes designed to demonstrate progress toward self-sufficiency through the Life Continuum:

1. Percent of households that maintain housing or transition into housing
2. Percent of individuals who maintain or increase income
3. Percent of individuals who make progress toward treatment plan goals
4. Percent of children and youth who progress to the next developmental or academic level
5. Percent of individuals who demonstrate improved life skills and/or knowledge

Additional outcomes may also be proposed which show the connection to primary and secondary Life Continuum category/categories, if applicable.

E. Service Coordination

1. Describe how the Applicant coordinates their services with services being provided by other agencies relevant to the proposed strategy/strategies in order to minimize duplication and maximize client access to services.
2. Describe how the Applicant coordinates with other agencies (i.e. to refer and receive clients, to provide comprehensive services, etc.). If you are not currently coordinating with other agencies, what is your plan for establishing coordination?
3. If applicable, attach any program Memoranda of Understanding (MOU) and explain how this arrangement improves service delivery to clients.
4. Describe how clients will be connected to mainstream resources/public benefits (Supplemental Nutrition Assistance Program, Temporary Assistance for Needy Families, Medical Assistance Program, etc.) and/or other City-funded services in order to maximize self-sufficiency.
5. Describe any additional services, not included in this application, which will be provided to the target population and how they will access those services initially and over time.
6. *For Applicants proposing homelessness prevention and/or homeless intervention services:* Describe how your organization has participated in planning for the Coordinated Assessment initiative (<http://austinecho.org/the-solution/coordinated-assessment/> and https://www.onecpd.info/resources/documents/Coordinated%20Assessment_3.20.12.pdf) and how your organization will coordinate and collaborate with this community initiative

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throughout the funding period.

F. Community Planning Activities

1. Describe Applicant's involvement in community planning activities that are specific to the services proposed in this application.
2. Describe Applicant's involvement in any other relevant community planning activities.

G. Overall Evaluation Factors Regarding Applicant

1. Describe the Applicant's experience within the last five (5) years managing relevant local, state, and/or federal contracts and include the contact information of the funder for the contract(s) identified, e.g., Funder Contract Manager's name, title, and phone number.
 - a. The Applicant must describe any relevant City of Austin Health and Human Services Department funding received within the last five (5) years.

Attach all monitoring reports received within the previous 24 months of administering the relevant City of Austin Health and Human Services Department, other local, state, and/or federal contracts.

2. Describe experience within the last five (5) years working with the target populations proposed in this Application.
3. Describe experience within the last five (5) years providing services identical and/or similar to those proposed in this application.

H. Data Management and Program Evaluation

1. Describe past successes and challenges with data management and reporting, including past experience utilizing an electronic data system.
2. Describe how data are used for identifying problems in strategies, service delivery and expenditures, steps to determine corrective actions, and how the Applicant will ensure corrective actions will be effective.
3. If applicable, describe the process used to collect data from collaborations/cooperatives in a timely manner.
4. *For Applicants proposing homelessness prevention and/or homeless intervention services:*

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Applicant will be required to utilize the Local Homeless Management Information System (HMIS) to track and report client information for individuals who are at risk of homelessness or who are homeless. Please explain how your organization will comply with the requirements outlined in Section 0630 – Homeless Management Information System (HMIS) Reporting Requirements.

I. Staffing Plan

1. Describe the overall staffing plan to accomplish activities including project leadership and reporting responsibilities. Provide justification which indicates the staffing plan is appropriate for the proposed strategy/strategies.
2. Using Section 0645 – Program Staff Positions and Time, list the project staff by title and the percentage of each position's time to be spent on the program.
3. Attach resumes or position descriptions for key staff to perform the described services and/or activities.

Part II – Cost Effectiveness

Total points: 20

Applicants are required to submit a budget of at least \$50,000 per 12-month period (a minimum of \$150,000 for the initial 36-month period) and provide the following information to describe the budget necessary to accomplish the proposed strategy/strategies.

The application will be evaluated on how well it addresses **all** of the following:

A. Budget

1. A summary description of the budget justification for the program strategy/strategies is required.
 - a. Applicants must use Section 0650 – Program Budget and Narrative to provide the required budget information. All expenses should be identifiable, reasonable, and necessary.
 - b. All subcontractors in this application who will receive City funds must be included in the program budget and the Applicant shall provide separate details for each subcontractor in the Program Subcontractors form located in Section 0650 – Program Budget and Narrative, page 3.
2. Describe the Applicant's fundraising and administrative percentage, calculated from its most recent Form 990. To do so, add the amount in Part IX (Statement of Functional

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Expenses), Line 25, Column C (Management and General Expenses) to the amount in Line 25, Column D (Fundraising Expenses), and divide the sum by Part VIII (Statement of Revenue), Line 12, Column A (Total Revenue), and multiply the result by 100. No other methods may be used to calculate this percentage.

For organizations that filed the short form (IRS Form 990EZ), utilize the long form (IRS Form 990) at <http://www.irs.gov/pub/irs-pdf/f990.pdf> (and instructions <http://www.irs.gov/pub/irs-pdf/i990.pdf>) to determine your fundraising and administrative percentage calculation. Your organization is not required to complete and resubmit the entire long form to the IRS, but must determine the calculation from the long form (IRS Form 990) parts identified above.

B. Cost per Client

1. Describe the average cost per City client served. In the description, detail the calculation used to derive the average cost.
2. If applicable, describe the average cost per client served from all funding sources. In the description, detail the calculation used to derive the average cost.
3. Describe the average cost per client achieving each of the performance measures proposed. In the description, detail the calculation used to derive the average cost.
4. Provide justification which indicates the proposed cost is appropriate for the proposed strategy/strategies.
5. Describe the return on investment/social impact the proposed strategy/strategies will make.

C. Program Funding Summary

1. Using Section 0655 – Program Funding Summary, provide an overview of all funding sources the Applicant will use for the proposed project.

Part III – Local Business Presence

Total points: 10

Local Business Presence: The City seeks opportunities for businesses in the Austin Corporate City Limits to participate on City contracts. A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the

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important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation. Points will be awarded through a combination of the Offeror's Local Business Presence and/or the Local Business Presence of their subcontractors.

1. Using Section 0605 – Local Business Presence Identification Form provide the information requested regarding the Applicant and Subcontractor(s), if applicable.

Team's Local Business Presence	Points Awarded
Local business presence of 90% to 100%	10
Local business presence of 75% to 89%	8
Local business presence of 50% to 74%	6
Local business presence of 25% to 49%	4
Local presence of between 1 and 24%	2
No local presence	0

Part IV – Bonus Evaluation Points

Total points: 25

A. Collaborations/Connection to Additional Self-Sufficiency Goal(s) & Life Continuum Category(ies)

Maximum 10 points

A maximum of 10 points will be awarded for Applicants who successfully propose a collaborative, as defined in this solicitation, and/or meets additional self-sufficiency goal(s) and/or Life Continuum category/categories. Applicants will be awarded up to the point values indicated below:

- **Collaboration:**
 - A maximum of 5 points will be awarded for Applicants who successfully demonstrate how the proposed collaborative will work together to maximize service delivery to the target populations **or**
 - A maximum of 10 points will be awarded for Applicants who successfully demonstrate how the proposed collaborative will work together to maximize service delivery to the target populations **and** successfully demonstrate how the application

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meets additional Self-Sufficiency Goal(s) **and/or** Life Continuum category/categories.

OR

- **Connection to Additional Self-Sufficiency Goal(s) & Life Continuum Category(ies):**
 - A maximum of 5 points will be awarded for Applicants who successfully demonstrate how the application meets additional Self-Sufficiency Goal(s) **or**
 - A maximum of 10 points will be awarded for Applicants who successfully demonstrate how the application meets additional Self-Sufficiency Goal(s) **and** Life Continuum category/categories.

Applicants must use Section 0615 – Connection to Self-Sufficiency Goals and Life Continuum Categories to indicate the secondary self-sufficiency goal(s) and Life Continuum category/categories their application addresses.

1. If applicable, describe how the proposed collaborative will successfully work together to maximize service delivery to the target population(s).
2. If applicable, provide information on how the application meets the additional self-sufficiency goal(s) and/or Life Continuum category/categories.

For a detailed description of the Self-Sufficiency Goals and Life Continuum Categories, see Section 0500: Section 1 – Introduction, 1.1 & 1.2.

B. Leveraging

5 points

For purposes of this solicitation, “leveraging” is specifically defined as follows.

- Leveraged funding is a situation where City funding for the proposed program is required by a third-party funder in order to retain the existing third-party program funding and/or obtain new third-party funding. Applicant must either:
 - currently receive third party funding that will no longer be received by the Applicant if it does not receive City funding for the program, or
 - Applicant has received a notice of funding award from a third-party funder that is contingent upon receiving City funding for the proposed program.In other words, leveraged funding is current and/or committed third-party funding that will be rescinded, reduced, or withdrawn if the Applicant does not receive an award for the proposed program through this City solicitation.
- Leveraged funding must be direct funding for the program proposed by the Applicant and not funding for Applicant’s other programs or solely for Applicant’s general operations.

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The following types of funding/donations ARE NOT considered “leveraging” under this solicitation and may not be included for consideration:

- Funding from non-City sources that does not specifically require City funding to be awarded to the Applicant for the proposed program.
- Funding and funding opportunities that are anticipated but for which the Applicant has not received a notice of funding/award.
- Any type of in-kind, non-cash revenue such as time, expertise, or commodities.
- Anticipated “Return on Investment” benefits for the Applicant or for the community as a whole.

For each leverage opportunity, provide the following information:

1. Identify the third party which requires that the Applicant receive City funding for the program in order to be awarded the third-party funds.
2. Provide the name of the grant, award, or program under which the third-party funds are/will be awarded to the Applicant, the term of the third-party funding, and the amount of third-party funding contingent upon receiving City funding under this solicitation.
3. Specify the date(s) during which the third party requires that the Applicant to receive City funding in order to be awarded the third-party funds.
4. Describe the quantified impact on the proposed program if the Applicant does not receive City funding under this solicitation.
5. Provide contract or other documentation that confirms the requirement of City funding in order to receive the third-party funding as an attachment to the application.

C. Healthy Service Environment

Maximum 10 points

A maximum of 10 points will be awarded for Applicants who create a healthy service environment for their clients, visitors, and staff. Applicants will be awarded the point values indicated below for having implemented or agreeing to implement prior to 10/01/15 any or all of the four (4) Healthy Service Environment policies with a maximum award of 10 points for all four (4) policies described below.

- **Tobacco-free Campus (3 points)** - Applicant has established and is enforcing a tobacco-free worksite policy and has developed initiatives and programming that promotes tobacco-free living. A tobacco-free campus policy states:

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- Use of tobacco products of any kind are not permitted on any property owned, leased, or rented by the organization (indoors and outdoors). This also includes parking areas and company cars. The policy applies to all employees, subcontractors, temporary workers and visitors.
 - **Mother-Friendly Workplace (3 points)** - Applicant actively promotes and supports breastfeeding by employees and maintains a written worksite lactation support policy that is regularly communicated to employees. The policy includes:
 - employer provides work schedule flexibility, including scheduling breaks and work patterns to provide time for expression of milk;
 - the provision of accessible locations allowing privacy;
 - access nearby to a clean, safe water source and a sink for washing hands and rinsing out any needed breast-pumping equipment; and
 - access to hygienic storage alternatives in the workplace for the mother's breast milk (may include the allowance of personal coolers onsite).
 - **Employee Wellness Initiative (3 points)** - The Applicant has a comprehensive Employee Wellness Initiative in place that promotes nutrition, physical activity, tobacco-free living, and the mental health of employees. The initiative encompasses healthy changes to the physical worksite environment as well as formal, written health promotion policies, programs or benefits impacting all employees. The initiative is promoted through educational and issue awareness efforts by the Applicant, signage and a supportive company culture, championed by leadership.
 - **Violence Prevention Policy (1 point)** - The Applicant is committed to providing a safe environment for working and conducting business. The Applicant will not tolerate or ignore behaviors that are threatening or violent in nature. The Applicant has a procedure to provide guidance for identifying and reporting threats and workplace violence.
1. If applicable, describe how the Applicant has implemented one or more of the Healthy Service Environment policies outlined above. Include the approved and signed policy/policies as an attachment to the application.
 2. If applicable, describe how the Applicant plans to implement one or more of the Healthy Service Environment policies outlined above. Include the key personnel, by position name only, responsible for ensuring implementation. Also, describe any technical assistance which will be provided to assist the Applicant to implement the selected policy/policies.

Technical assistance is available from the City of Austin Health and Human Services Department Chronic Disease Prevention and Control Program to assist Applicants in planning and implementing a Tobacco-free Campus policy, Mother-Friendly Workplace policy and Employee Wellness Initiative. They can be contacted at 512-972-6760.

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Additional Information:

Proposal Acceptance Period: All applications shall be valid until award, negotiation, and execution of contracts as directed by Austin City Council.

Proprietary Information: All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

Authorized Negotiator: Include name, address, and telephone number of person in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.

Exceptions: Please be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the application.

Application Preparation Costs: All costs directly or indirectly related to preparation of a response to the RFA or any oral presentation required to supplement and/or clarify an application which may be required by the City shall be the sole responsibility of the Applicant.

Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN, SECTION 0900 OF THE SOLICITATION.

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm	<i>AUSTIN CHILDREN'S SHELTER</i>					
Physical Address	<i>4800 MANOR ROAD, AUSTIN TX 78723</i>					
Is Firm located in the Corporate City Limits? (circle one)	<i>(Yes)</i>			No		
In business at this location for past 5 yrs?	<i>(Yes) * SEE NOTE BELOW</i>			No		
Location Type:	Headquarters	<i>(Yes)</i>	No	Branch	Yes	<i>(No)</i>

SUBCONTRACTOR(S):

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

** ACS has maintained a local business presence within the Austin Corporate City Limits for the past 30 years; almost 5 at the Manor Road location, and the prior 25 at and around Enfield Road.*



CITY OF AUSTIN, TEXAS

Purchasing Office REQUEST FOR APPLICATION (RFA)

SOLICITATION NO: EAD0116

DATE ISSUED: 2/24/14

COMMODITY CODE: 95243

**FOR CONTRACTUAL AND TECHNICAL
ISSUES CONTACT THE FOLLOWING
AUTHORIZED CONTACT PERSON:**

Erin D'Vincent

Senior Buyer

Phone: (512) 972-4017

E-Mail: Erin.D'Vincent@austintexas.gov

Questions regarding the RFA shall be sent to
CityHSRFA2014@austintexas.gov

COMMODITY/SERVICE DESCRIPTION: Self Sufficiency Social
Services

**NON-MANDATORY PRE-PROPOSAL CONFERENCE DATE AND
TIME OPTION ONE:** 3/5/14, 2 PM – 4 PM, local time

LOCATION: Rutherford Lane Campus, Building 1 Auditorium
1520 Rutherford Lane, Austin, TX 78754

**NON-MANDATORY PRE-PROPOSAL CONFERENCE DATE AND
TIME OPTION TWO:** 3/19/14, 9 AM – 11 AM, local time

LOCATION: Rutherford Lane Campus, Building 1 Auditorium
1520 Rutherford Lane, Austin, TX 78754

APPLICATION DUE PRIOR TO: 4/24/14, 11 AM, local time

APPLICATION CLOSING TIME AND DATE: 4/24/14, 11 AM, local
time

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 308, AUSTIN, TEXAS 78701

All documents shall be submitted the address below:

City of Austin, Purchasing Office
Municipal Building
124 W 8 th Street, Rm 308
Austin, Texas 78701
Reception Phone: (512) 974-2500

Please note, you should have two sealed envelopes with your Offer. All Offers that are not submitted in separate, sealed envelopes or containers will not be considered. Your Offer should consist of a sealed envelope or container with your Threshold Review Checklist and all accompanying documents and a separate sealed envelope or container with your Application and electronic copies.

**SUBMIT 1 ORIGINAL AND 6 ELECTRONIC COPIES OF YOUR RESPONSE ON A CD OR
FLASH DRIVE**

*****SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT*****

EXECUTIVE SUMMARY

Based upon the belief that every child deserves a safe home, the love and support of a caring community, and the tools and resources to live up to his or her potential, Austin Children's Shelter (ACS) was founded in 1984 to primarily provide temporary support to youth removed by Child Protective Services (CPS). Over the past 30 years, our experiences with vulnerable youth and families coupled with research and community needs, have provided the impetus for embracing a more comprehensive continuum of services. Our broader purpose today is centered on ending the inter-generational cycle of child abuse and neglect, which includes ensuring that children at-risk for or who have been exposed to trauma, can receive the support needed. As such, our expanded services now encompass residential and non-residential programs including child abuse prevention, teen parent services, life-skills development, long-term mental health services, foster family services, 24-hour respite care, short and long-term shelter, and healthcare.

ACS is seeking City of Austin support for its wrap-around Residential Program, which primarily serves the Life Continuum category of **youth** (6-21). Secondary Life Continuum categories of **early childhood** (0-5) and **persons with disabilities** (0-22) are additionally served by this project. The primary Self-Sufficiency goal to be impacted is **safety net/infrastructure services**, as youth who have been exposed to abuse, neglect, or other trauma will receive 24-hour residential care in a safe, supportive environment. However, given what we know from extensive research on trauma and development, ACS will additionally provide **enrichment** services, **problem prevention** initiatives and **universal support**.

The need for ACS' comprehensive residential services is substantial. Decades of research confirm that untreated trauma, such as child abuse and neglect, leads to lifelong problems that plague our community including but not limited to: school dropout, crime, homelessness, unemployment, poverty, mental/physical health problems, and substance abuse. Travis County

has seen an alarming 57% increase in confirmed child abuse/neglect cases over the past two years- surpassing the steadily declining state rate for the first time in over a decade. This problematic trend is likely to continue given our rapidly increasing child population, and the increase of Travis County families living in poverty (up 95% since 2000), which research shows is one of the most predictive risk factors for entering the CPS System. Given Texas spends more than \$6 billion dollars a year responding to abuse and neglect, breaking this cycle will yield a high return on community investment.

In order to address this need, the **Residential Program** at ACS includes an array of options, from short-term emergency shelter, to long-term transitional living and teen parent housing. In addition to meeting their basic housing, food, health, and clothing needs, the Residential Program provides therapeutic supports including evidence-based behavioral health services, psychiatric care, life-skills development, and relationship building skills. Youth additionally receive academic and/or vocational support services to assist them in meeting their personal goals. All services are based upon trauma-informed theory and designed to provide the highest-quality healing and emotional support.

Given the state of Texas only reimburses 32% of the cost of caring for youth in our residential programs, and that ACS additionally serves youth with no current ties to the child welfare system, it is critical to mobilize philanthropic entities, local government, foundations, and businesses community partners alike. As such, Austin Children's Shelter respectfully asks the City of Austin for annual support in the amount of \$126,000.

ACS will comply with all applicable Federal, State and Local rules as established by various governing entities. In addition, ACS will comply with all terms of this Request for Application.

PART I – PROGRAM OVERVIEW AND STRATEGY

A. Connection to the Self-Sufficiency Goals and Life Continuum Categories

Austin Children's Shelter (ACS) meets the **safety net/infrastructure** Self-Sufficiency goal by providing residential and therapeutic support programs for children from birth to age 22. Each youth is provided with high quality care and critical services including but not limited to: Basic needs such as food, clothing and a safe, secure home; Medical, vision, dental, psychiatric and behavioral health support; Instruction and support in age appropriate basic life skills such as personal hygiene, management of finances, healthy food habits, etc.; Group therapy, psycho-educational programs and individual therapy; Consistent, positive feedback, modeling and guidance; Assessments of all aspects of well-being; Connections to resources and mentors to meet ongoing identified needs; Help identifying supportive "family" (as defined by youth) and to building connections; Academic and vocational support including enrollment, advocacy for special needs, homework assistance and tutoring; Education about healthy relationships; and Life skills training and other preparations for adulthood.

ACS residents are male and female and include ages newborn to age 22. Therefore, for this application ACS will primarily work within the **youth** Life Continuum Category (ages 6-21).

Additional Self-Sufficiency goal(s) and Life Continuum categories this application addresses are outlined in Part IV.

B. Target Population(s) for the Goal(s)

ACS primarily serves children, youth, young adults, and families from Austin, Texas and its surrounding cities and counties. Children accepted through Child Protective Services (CPS) for residential and foster care services may be referred from all over the State of Texas. Youth include pregnant teens, teen mothers/fathers and their children, older youth who will soon 'age out' and be responsible for themselves, homeless youth, and sibling groups that have been removed from

their homes because of abuse and neglect. One hundred percent are considered children living with social, educational, and economic risk factors. Approximately one-half have one or more diagnosed physical, emotional, behavioral and/or learning disability.

The majority of children and youth served by the ACS Residential Program are placed by CPS. Increasing numbers of young people in our care are not in the foster-care system, but instead have been referred to us from SafePlace (our LIFT Alliance partner agency), AISD, Lifeworks, etc. However, all, no matter the referral source, have experienced significant trauma. And, no matter the source of the referral, or the ability to receive some type of reimbursement for the service, once a child has been admitted into our Residential Program, ACS provides the youth with a safe home and comprehensive therapeutic and case management services.

Youth often arrive at ACS injured or ill, fearful, resentful and/or aggressive, with many demonstrating self-destructive behaviors. While at ACS, many of these children and youth will learn for the first time that they are worthy of care and respect. Usually the older youth, who have often experienced a lifetime of abuse and neglect, are resistant to the structure of the Shelter until they realize that an environment with routines and positive expectations may offer the first safety and security they have ever known.

ACS accepts temporary guardianship of youth under age 18. Youth age 18 to 22 choose to stay at ACS. All are assessed for basic needs, physical and emotional health, developmental status, life skills, and education or pre-education levels. Individualized Service Plans are created by our therapeutic and support staff, together with input from the youth, and this essential information helps to guide goal setting and case management. These plans assist with placement choices made by judges when the youth has been placed by CPS. Service plans, along with needs assessments and monthly case reviews, address goals and achievements in areas of emotional and physical health, developmental and academic status.

ACS accepts clients regardless of race, religion, creed, sexual orientation, national origin, political beliefs, or gender.

Evidence of Need

Travis County has seen an alarming 57% increase in confirmed child abuse/neglect cases over the past two years—surpassing the steadily declining state rate for the first time in over a decade.¹ In 2012, there were more than 3,000 confirmed abuse/neglect victims in Travis County. This problematic trend is likely to continue given our rapidly increasing child population, and the increase of Travis County families living in poverty (up 95% since 2000),² which research shows is one of the most predictive risk factors for child abuse and subsequent entry into the CPS System.

Decades of research confirm that child abuse and neglect lead to lifelong problems that plague our community including but not limited to: school dropout, crime, unemployment, poverty, mental/physical health problems, and substance abuse.^{3&4} In addition to the long-term harm to individual victims, child abuse/neglect is estimated to cost Texas taxpayers more than \$6 billion annually. Research similarly demonstrates that child abuse/neglect is a vicious cycle, often passed down from one generation to the next.

Furthermore, despite the fact that Texas has one of the lowest rates of removal from the home by CPS in the country, more than 2,600 children in the Austin Metropolitan Service Area were in the legal custody of the state during 2012.⁵ Many of these youth were removed after multiple attempts to keep them safely at home have failed, and have thus experienced long-term trauma. Such trauma often leads to aggression, fear, anxiety, depression and/or self-harming behaviors, all of which increase the likelihood of disrupted foster/adoptive placements, and the

¹ Texas Department of Family and Protective Services Annual Databook (2012). Available online at www.dfps.state.tx.us.

² Community Action Network (2012). Comparative Overview of Dashboard Indicators for Counties in the Austin-Round Rock-San Marcos MSA. Retrieved online at www.caction.org/CAN.../ComparativeOverview_Counties_060112.ppt

³ Felitti VJ et al. Relationship of childhood abuse and household dysfunction to many of the leading causes of death in adults: the Adverse Childhood Experiences (ACE) study. *American Journal of Preventive Medicine*, 1998, 14:245–258.

⁴ U.S. Dept. of Health and Human Services, Administration for Children and Families, Child Welfare Information Gateway. “Long-Term Consequences of Child Abuse and Neglect.” (2008).

⁵ Texas Department of Family and Protective Services Annual Databook (2012). Available online at www.dfps.state.tx.us.

likelihood of aging out of care with no support system. An estimated 385 youth have aged out of the foster care system over the past five years in Austin (75 in 2012). A 2007 Casey study found that youth who age out are twice as likely as their peers (37 percent) to drop out of school, 54 percent have mental health disorders, 33.2 percent live below the poverty line and 42 percent report early pregnancies.⁶

ACS currently fills a unique role within the city of Austin, in that to address the outlined needs, we provide an Emergency Shelter Program, a Teen Parent Program, a Transitional Living Program and Respite services on one campus. ACS offers the only transitional living program in the city that serves young adults of both genders who need extensive support in order to eventually be self-sufficient. The youth who live at ACS are frequently on the brink of homelessness, have previously been homeless, and/or are at a heightened risk for becoming homeless without professional assistance and development of independent living skills.

Clients with a criminal history

Program eligibility for clients with *any* criminal history is assessed on an individual case by case basis. However, clients having been adjudicated of a crime of sexual perpetration, having a history of deliberately setting fires, having a criminal history of assault with a deadly weapon or inflicting serious bodily harm are generally precluded from admission into the ACS Residential Program.

Documentation of Client Eligibility Standards

ACS utilizes a web-based client tracking system (KaleidaCare) to record all residential intake, case review and service plan information. Client eligibility information is recorded into KaleidaCare by licensed professional level staff, Youth Care Workers (daily log and incidence

⁶ Casey Family Programs. *Improving Outcomes for Older Youth in Foster Care* (2008) available at [http://www.casey.org/Resources/Publications/pdf/WhitePaper_Improving OutcomesOlderYouth_ES.pdf](http://www.casey.org/Resources/Publications/pdf/WhitePaper_Improving%20OutcomesOlderYouth_ES.pdf)).

reports) and the Data Management Analyst. KaleidaCare also allows for customizable reports to assess trends and track data over time.

CLAS Standards

ACS proactively recruits board, employees and volunteers with a wide variety of cultural and language differences that represent our community. We have actively recruited more Spanish-speaking staff and volunteers to better meet the needs of our Spanish-speaking clients, and have increased our volunteer population represented from other countries and cultures. Staff receive initial and on-going multi-cultural training to ensure that clients are cared for with respect and empathy. When requested, children and youth attend religious services and cultural events important to them. Special dietary requests and cultural-specific clothing are provided to ensure the clients well-being. Cultural notes are kept in client charts and discussed in staff meetings. ACS is committed to ensuring all National CLAS Standards are in place and adhered to.

C. Program Strategy to Accomplish the Goals

ACS uses industry best practices to provide residential services for the most vulnerable and disaffected children and youth in Central Texas that without ACS would likely be in abusive homes, homeless, trafficked or incarcerated. ACS programs are highly regulated, time and resource intensive, complex, and expensive; but the alternative is even more costly.

We serve children that, quite literally, have no place else to go and are at the highest risk for teen pregnancy, dropping out of school, homelessness, incarceration, mental illness, substance abuse, and later neglect and abuse in their own families. In addition to providing a safe place to live, ACS ensures that each child receives medical and mental health care, is enrolled in school, preschool, or vocational training, and that developmental and educational goals are identified and met.

Most importantly, ACS strives to provide the skills and attributes necessary to grow into healthy, happy and contributing members of society. We teach youth about sex and pregnancy prevention, how to parent, how to respect themselves and one another, and we teach them how to survive and thrive. The proposed strategy to provide the aforementioned services is through our Residential Program, each component of that program is outlined below in more detail:

Emergency Shelter Program (ESP)

In 2010, 6,377 children in Austin and Central Texas were confirmed victims of child abuse and/or neglect, out of 66,897 confirmed cases statewide.⁷ Of those 6,377 children in our community, 3,148 were removed from their homes and placed into foster care, most often with appropriate relatives or foster families. If neither of those options is possible, the state relies on licensed providers such as ACS to provide accommodations and essential supportive services.

The absence of a reliable caregiver to protect and nurture children, coupled with exposure to complex trauma, or exposure to multiple or simultaneous traumatic events in early childhood, has an impact on the behavioral patterns of youth. ACS intervenes by offering our ESP services for up to 50 boys and girls who range in age from birth to 17. While in our care (for as short as one day to as long as several years), children and youth are provided with clothing, nutritional food, onsite medical care, dental care, school supplies, homework assistance, access to computers for homework and educational activities, emotional/behavioral assessment, therapy, and the around-the-clock loving care and guidance of our very qualified, dedicated staff.

Because of our diverse programming and cottage accommodations, we are uniquely able to care for sibling groups and other youth more difficult to place in a private home. Almost 100 percent of our residents come from abusive and/or neglectful environments -- their young lives

⁷ Texas Department of Family and Protective Services Data Book, 2010

touched by unimaginable pain, transition, and loss. Our objectives are to stabilize the youth, assess and meet their needs and to prepare them for their future.

Transitional Living Program (TLP)

Approximately 668 youth ages 16-21 are in the foster care system in Central Texas. These older children often have more complex needs, have experienced multiple changes in foster homes, sometimes even failed adoptions, and will likely never be adopted or find a permanent home as a minor. The TLP provides ongoing and year round mission-critical residential and support services designed to assist teens and young adults as they transition into independent living. The majority of these teens are transitioning from the foster care system but some are transitioning from homelessness, trafficking and abusive homes.

There are a handful of CPS efforts that address permanency and life skills needed to assist youth aging out and transitioning to independence, and ACS connects youth to the opportunities available to them. However, these public programs have limited funding, woefully inadequate staffing and geographic limitations that hamper their success. In addition, these programs are often complicated to access and usually require a level of sophistication and perseverance many youth, both those in foster care and their non-foster peers, simply lack at this point in their lives. The ACS TLP provides the support, training, and outside connections necessary for these young adults to be successful.

In order to be admitted to the TLP, youth must be enrolled in school or vocational training and work with ACS Case Managers to develop and demonstrate ongoing implementation of an Individualized Service Plan that identifies skills and leverages personal strengths to help them gain the necessary training and expertise to live successfully on their own.

Teen Parent Program

The Teen Parent Program was founded in 2010 to provide parent education and support, in addition to emergency shelter, for teen parents that are at high risk for abusing or neglecting their children including youth in foster care, youth with mental health issues, or those who have experienced domestic violence. Teen parents in this program receive basic safety and shelter, individualized parent coaching, mental health, psychiatric services, healthcare and other needed supports to enhance bonding/attachment with their children and increase parental resiliency.

Evidence-Based Strategies

Across the ACS Residential Program the Child and Adolescent Needs and Strengths (CANS) Assessment is used. CANS is an evidence-based assessment tool that allows us to gather information about a youth's strengths and needs (both current and emerging). Additionally, the Teen Parent Program benefits from experienced teachers and Parent Child Specialists from our Strong Start program; the Parent Child Specialists provide the Incredible Years curriculum to our teen parents, an evidence-based parent education program. Our onsite therapists are all trained in Trauma Focused Cognitive Behavior Therapy (TF-CBT), an evidence-based therapy modality that research shows is very effective with children and teens who have experienced trauma. The TF-CBT methods are used in group and individual therapy sessions across the Residential Program when appropriate. The ACS TLP utilizes the Casey Life Skills Assessment and curriculum. This is an evidence-based program that assesses for gaps in life skills/independent living knowledge. ACS staff and Case Managers create and tailor plans and activities to address the identified gaps garnered from this particular assessment.

Alignment with Goals

It is core to the ACS mission that any children, youth and young adults under our care:

- **Are physically healthy:** ACS partners with People's Community Clinic to provide an onsite family nurse practitioner and on-call physician to provide medical services. Youth receive

vaccinations, TB testing for children over age 1, dental and vision care, appointments with sub-specialists, pre-natal care for pregnant teens, and first aid treatment. Teenagers and young adults with history of extended drug/alcohol use will receive a drug/alcohol assessment by a physician specializing in addiction. Teenagers and young adults will be taught about the consequences of unprotected sex, prevention of sexually transmitted infections and the use of birth control. Previously undiagnosed illnesses and infections will be also be appropriately identified and treated. In addition, nutritional meals and snacks are provided and physical exercise activities are built into program plans.

▪ **Are physically safe:** Supervision is provided 24 hours a day, 7 days a week, year round. The ACS campus strives to be a safe facility with security safeguards.

▪ **Respect diversity and demonstrate empathy and pro-social behaviors:** ACS guiding principles include; treating every individual with respect and dignity and; cultural competency, valuing the strength and wisdom that come from all voices and embracing the complexities of communities. These principles are written into the DNA of the organization and inform all of our work.

▪ **Engage in community, school and/or extracurricular activities:** A range of community and extracurricular activities are offered to all youth. Youth can attend events presented by guest speakers from public and private groups and participate in recreation at local parks, nature trails, pools, recreation centers and private facilities. Youth are encouraged to participate in extracurricular activities associated with school and staff cheer on the sidelines at soccer games, attend dance recitals, and are at parent-teacher conferences. Other cultural outings including excursions to nature centers, museums and other cultural centers are also built into programmatic planning.

▪ **Are aware of, appreciate and demonstrate behaviors of personal and social responsibility:** ACS therapeutic and support staff work with the youth to teach them about personal and social responsibility. Goals for personal and social responsibility are written into each youth's case service plan.

▪ **Have good mental health and are emotionally resilient:** In addition to receiving onsite therapeutic services, Collaboracare for Kids provides onsite child psychiatric assessment and care. Because our youth have needs that non-abused children and youth do not experience, we provide on-going assessment and diagnostic treatment services. Onsite counselors and therapists work collaboratively with staff to ensure treatment plans are developed and implemented to ensure client safety.

▪ **Avoid risky behaviors:** Dedicated staff support and encourage children and youth through their daily routines, in lieu of a responsible parent. Each child and youth is taught and encouraged in activities of daily living, school success, fair play with others, and steps to protect themselves from further abuse and risky behaviors.

▪ **Are academically successful:** Academic and vocational support including enrollment, advocacy for special needs, homework assistance and tutoring are all provided by ACS.

▪ **Have awareness and positive attitudes about adult careers:** ACS assists youth with seeking employment, completing job applications, learning interviewing skills, dressing for job interviews, and appropriate employment and social etiquette.

▪ **Graduate from high school college- and/or career-ready and prepared for a Life of learning:** ACS work with youth who have graduated or are planning to graduate with career guidance and identifying extended education opportunities. This includes reviewing possible college choices, assisting with college applications or applications relating to other vocational choices. All school age youth at ACS have access to an onsite computer lab and tuition in

technology skills. Supervised internet access is also available for research, and learning about access to various information and resources.

- **Successfully complete post-secondary education or training:** If enrolled in such activities while at ACS, these youth are provided with the same level of educational and vocational support outlined above.

- **Are productive and equipped to reach financial self-sufficiency:** Life skills and preparation for adult living are taught to ACS youth, where age appropriate. This includes but is not limited to: budgeting, managing a checking account, renting an apartment, shopping economically, and accessing public transportation.

Connection to Imagine Austin

ACS under the umbrella of our Residential Program ensures that the “necessities of life are affordable and accessible to all.” All residential services provided to our youth are done so free of charge. ACS also works with youth to overcome participation barriers that may prevent access to admission to any of our programs.

Barriers and Challenges for implementing proposed strategies

Changes in the child protection system have resulted in a very different caseload mix than when our new facilities were originally envisioned and designed. We now have mostly older youth with extensive histories of trauma and often times multiple foster placements. These youth have intense needs and require a higher level of care, which translates to more expensive services; for those placed through CPS only 32% is reimbursed by the state. One of the biggest and currently one of the most intractable issues for us to address is the intense educational needs of the youth we serve. We are also challenged by the psychosocial problems of our client population and how to meet licensing standards and provide quality care when we continue to rely on 70% of our operating budget from community support.

Another continuous challenge for our Residential Program is the frequent unplanned discharges of youth in care, which can make it challenging to adequately implement and follow through on tailored service plans. This could mean that permanent placement is secured and the child discharges or it could mean that a child discharges in a much more disruptive way through psychiatric hospitalization, incarceration or unplanned independence (e.g. a teen decides they are ready to go out on their own despite the fact that we do not believe they are ready). All of these are symptoms of a larger issue: the children and teens we work with have complex trauma histories and are more often than not in a state of crisis. This means that they take two steps forward, one step back - constantly. The assumption is: by being in a stable environment, by receiving nurturing care, by being free of abuse and neglect, by being safe and secure, by receiving therapeutic services, having healthy skills modeled on a daily basis, receiving targeted service plans etc. children will show an increase in strengths and a reduction in needs. They may make progress in one area of life functioning and then are hit with bad news or with a new crisis and this plunges them back again. This crisis factor should always be factored in when considering a child's "progress." For this reason ACS looks for ways to assess "progress" other than purely looking at improving in areas of life functioning.

Project Activities

The overall goal of the ACS Residential Program is to provide a safe, secure and supportive environment in which youth can receive individualized care that promotes growth into healthy and independent adulthood. The **Emergency Shelter Program** provides this support until a more appropriate long term placement can be secured. Many of the youth in our emergency shelter move to the TLP when space becomes available. The goal of the **Transitional Living Program** is to provide a safe, secure, and supportive environment in which youth can learn and practice the basic life skills necessary to be successful in independent living. The goal of the **Teen Parent**

Program is to provide a safe, secure, and supportive environment in which a young parent can learn and practice the basic life and parenting skills necessary to be successful in independent living and young children can be safe, secure and thrive until they transition to a more permanent living situation.

Available services in each of our programs include, but are not limited to: Semi-structured or structured daily living; Supportive caregivers awake and available 24 hours a day; Access to medical, dental and vision care; Nutritious meals; Educational support, advocacy, and enrichment; Opportunities for recreation; Clothing and hygiene products (as necessary); Case management, including youth-driven, individualized service planning and strengths and needs assessments; Mental health care, including psychiatric and psychological services, medication management, individual and group therapy, and additional mental health supports as needed; and if applicable, Parenting skills coaching, education, support and role modeling. For all discharge and transition planning, services including: Life skills assessment and training; Educational support and advocacy; Understanding return to care and other foster care information; Housing; Medical care and insurance; Connection to community resources; Education and assistance regarding public benefits; Preparation for Adult Living classes and workshops; Development of social skills; Development of social support system; and Parenting skills and support network (if applicable).

Following initial screening and depending on the urgency of the need for placement, the youth will be interviewed by the Program Director and/or additional Programs or Therapeutic Services staff. At this time, the youth will have the opportunity to ask questions, tour the facility and will hear about benefits and expectations of the program. At the conclusion of this process, the Programs and Therapeutic Services teams will make an admissions determination that will be communicated to the youth and/or the professional referral sources. There are several factors that may preclude admission into any ACS Program: Being an immediate threat of harm to oneself

and/or to others; Requiring skilled medical care or hospitalization; Having a diagnosis of "mental retardation"; Having been adjudicated of a crime of sexual perpetration; Having a history of deliberately setting fires; Having a criminal history of assault with a deadly weapon or inflicting serious bodily harm; Possessing needs that exceed ACS's resources; Recent and major multiple self-injurious actions, including suicide attempts; Presentation as a significant risk of harm to self and/or others, including frequent and/or unpredictable aggression; and a primary diagnosis of substance abuse or dependency, and/or recent and significant impairment due to substance use.

D. Performance Measures – Impact on Goals

All ACS programs operate with output and outcome measures that have been selected by program staff to measure what research shows constitutes success for the children, youth and young adults we serve. These measures help us determine whether the programs are being effective and if they are having the intended impact. Output and outcome data is utilized to help determine necessary improvements in both program content and delivery.

Each child is assessed for strengths and weaknesses and level of care required by a licensed professional level staff within 72 hours of admission to provide a "baseline" of current physical and emotional status. This assessment and corresponding course of treatment guides direct care staff members in their daily interactions with the youth. The primary tool used to measure improvement is each client's Individualized Service Plan, which is completed within 60 days of admission, reviewed during monthly case reviews, and updated before the child's 180th day at the Shelter (if applicable).

Client improvement is also measured by an ACS licensed mental health professional. When needed the improvement of each child is tracked and reported to CPS in order to facilitate decision making about the most suitable permanency plan for the child and/or siblings. Currently, ACS clients are in residence at the Shelter for longer time periods than in past years. The longer children

and youth stay at the Shelter, the more counseling, support, and behavior modification they receive. As a result, we are seeing increased improvement in client case review and satisfaction surveys.

All data is entered into our web-based client tracking system by licensed professional level staff (intake information, case reviews and service plans), Youth Care Workers (daily log and incidence reports) and the Data Management Analyst. The number of unduplicated clients served is measured and recorded such that names of children who are readmitted during the calendar year are counted only one time when tallying the total of admissions each month/quarter/year. Youth Care Workers and Case Managers (the primary liaisons with AISD teachers and counselors) track support for education success. Youth Care Workers document transportation to essential appointments and medications administered. Improvement by youth is tracked by Case Managers with input from Youth Care Worker staff and chart notes in seven progress areas. The seven progress areas are: Safety/Security; Family Relationships; Medical; Education/Development; Behavioral/Emotional; Recreational; and Social Development. Numeric scores are assigned within each area and assessment of progress toward or regression from goals is conducted every 30 days as part of case reviews.

In addition, while ACS has historically tracked outcomes for its residential programs via case review, in 2013 ACS added a pilot of the Child and Adolescent Needs and Strengths (CANS) process. CANS is a valid and reliable measurement tool designed to quantitatively determine the most effective course of service provision and track our outcome improvements over time. The instrument assesses multiple domains including, but not limited to: life functioning, youth strengths, behavioral/emotional needs, risk behaviors (substance use, runaway, suicidal thought, etc.) traumatic stress symptoms, and school outcomes. As a pre-test instrument, the assessment helps prioritize service needs and identifies strengths that can be built upon to ensure youth

success. This provides flexibility for effective service delivery while allowing quantitative tracking, i.e. youth are tracked based upon their most pressing needs.

Please see Section 0640 for specific Output and Outcome Measures.

E. Service Coordination

ACS constantly seeks to deliver services efficiently and with purpose; to that end, the ACS program staff are in regular contact with other non-profits and service providers to ensure that we contribute relevant and necessary assistance to our residents and community. ACS Case Managers will construct initial service plans and needs and strengths assessments that include services provided both on and offsite by ACS and by community providers including People's Community Clinic, LifeWorks, SafePlace, CASA, ATCIC, Austin Recovery, Collaboracare for Kids, American YouthWorks, Any Baby Can, Goodwill, and others.

ACS serves youth referred by professional referral sources such as DFPS, JPO, ATCIC, AISD, Project HELP, SafePlace, LifeWorks, and other professionals or community agencies; referrals are made by calling or emailing the ACS Admissions Specialist, who determines availability and screens applicants for program appropriateness.

ACS Therapeutic and Programs staff are engaged with the community, as well as with organizations in the city that serve similar populations – ACS staff participate in Ready by 21, One Voice, Travis County Children's Collaborative, Model Court and the Central Texas Trafficking Coalition. Staff work with other collaborative networks to become familiar with relevant, available resources. In addition, ACS makes a strong effort to invite Austin-area service providers to share information and ideas, as well as to speak with and/or train direct care and case management staff. Case Managers have regular phone and email contact with individuals who provide (or could potentially provide) assistance to our residents. Some agencies that ACS regularly collaborates with include: Project HELP; SafePlace; LifeWorks; Fresh Chefs Society;

Blue Lapis Lights; The YMCA; Goodwill Industries; Foundation Communities; ATCIC; HACA; CASA; The University of Texas at Austin; Collaboracare for Kids; People's Community Clinic; Austin Recovery; Phoenix House; and Any Baby Can.

Mainstream services/public benefits

Youth who are placed at ACS meet with a Case Manager at a minimum of one time per week and often meetings occur more frequently as the need arises. Case Managers are knowledgeable regarding city, state, federal and community-based resources; they and their clients create youth-driven Service Plans that utilize those resources. Residents and Case Managers frequently work in tandem with staff from community resources to achieve a youth's Service Plan goals.

As mentioned, residents of ACS may stay until reaching the age of 22, and are provided life skills training through modeling and guidance by direct care staff, classes and workshops; residents are offered therapeutic, medical, and psychiatric care onsite. Youth receive education and guidance around topics such as financial literacy, GED preparation, job skills, interviewing skills, advocating for medical needs, etc. Transitional plans for youth who are preparing to live independently include referrals to many Austin-area agencies, including medical and mental health providers.

Additional Services

When leaving the Residential Program, all youth are provided with a comprehensive local resource guide that includes the contact information for city, state, federal, and foster care-based services that address critical needs such as housing, food, utilities, and healthcare; discharging youth are also encouraged to contact ACS at any time if they need additional assistance.

An onsite medical clinic is provided through collaboration with People's Community Clinic. Once People's is established as the youth's primary care provider, the youth can continue

with People's primary office or can return for medical services in an after-hours onsite "transition clinic" at the ACS campus. This provides the opportunity for youth to build connections with their medical provider and maintain continuity of care in a setting that is designed to meet the needs of youth in transition.

Onsite psychiatric and behavioral health services are available for residents requiring mental health treatment. Collaboracare for kids provides psychiatric services that allow youth to typically be seen for new evaluations within one week of admission and for medication maintenance appointments typically every thirty days or more as necessary. Onsite individual and therapeutic groups are available as needed. Alternative forms of therapy and therapeutic activities are secured in the community when the need is identified. This could include group or individual equine therapy, grief therapy groups, art therapy, substance abuse assessment and treatment, support groups, parenting support and education, etc.

Through contacts in the community including private and corporate donors, when residents prepare to transition to independent living they are provided with most items necessary to furnish a new home and begin their life as independent young adults (e.g. kitchen items, gift cards for food and home items, furniture items, bedding, etc.).

F. Community Planning Activities

ACS has long been a collaborative entity seeking to enhance systems and services for those impacted by abuse in our community. Most recently, the organization worked in collaboration with SafePlace to create LIFT, an alliance of victim/survivor-centered non-profit agencies responding to and preventing child, domestic, and sexual abuse. The LIFT Alliance is designed to enhance services for people victimized by these issues, to increase our impact on community and governmental systems, to facilitate joint planning and service coordination among providers to improve services to victims, work with institutions and organizations that interact with

victims/survivors to ensure a coordinated community response to these crimes across the lifespan and across different types of victimization and to provide administrative services for the affiliated agencies.

ACS also participates in formal community planning efforts with the Travis County Victim Services Task Force. The Executive Committee of this Task Force was the planning body behind the information contained within the Victims Services Section of the Travis County Community Plan. Further, ACS is committed to improving the child welfare environment in Travis County, the state of Texas and beyond. ACS is an active participant and advocate among the following partnerships: One Voice Central Texas; Texans Care for Children; Texas Alliance of Child and Family Services; Travis County Victims Services Task Force, Texas Network of Youth Services; Collaborative Council of the Travis County Model Court for Children and Families; Region XIII Education Services Center; and the Collaborative Council for the Texas Supreme Court Commission for Children.

G. Overall Evaluation Factors Regarding Applicant

ACS is a fiscally-sound organization that undergoes an annual audit and has a superb track record of honoring its commitments, using funds for their designated purposes, and reporting results to constituents. ACS has a thirty year history of effectively managing complex governmental grants and contracts, and currently administers a total annual budget that exceeds \$6.9 million.

Local/State/Federal Contracts within the last five (5) years

- Texas Department of Family and Protective Services (DFPS). Paid as a fee for service reimbursement dependent upon nights of care: FY 2013 \$1,432,556; FY 2012 \$1,726,950; FY 2011 \$1,871,721; FY 2010 \$1,220,764; FY 2009 \$596,764. Contact: Veronica Alvarez,

Residential Contract Manager, Texas Department of Family and Protective Services, 14000 Summit Drive, Suite 100 Austin, Texas 78728, Phone: 512.834.3490.

- Texas Office of the Attorney General (OAG) – Other Victim Assistance Grant. Most recent contract dates and amounts: 09/01/2010 – 08/31/2011 \$50,000; 09/01/2011 – 08/31/2012 \$42,000; 09/01/2012 – 08/31/2013 \$42,000; 09/01/2013 – 08/31/2014 \$42,000. Contact: Margie Fernandez-Prew, Grants Supervisor, Grants Administration Division, Office of the Attorney General, P.O. Box 12548, Austin, Texas 78711, Phone: 512.936.1661.

- Travis County Health and Human Services. Most recent contract dates and amounts: 01/01/14 – 09/30/14 \$36,902; 01/01/13 – 12/31/2014 \$49,203; 01/01/12 – 12/31/12 \$54,123; 01/01/11 – 12/31/11 \$49,203; 01/01/10 – 12/31/10 \$49,203; 01/01/09 – 12/31/09 \$49,203. Contact: LaDonna Brazell, Contract Compliance Specialist, Travis County Health and Human Services & Veteran Services, P.O. Box 1748, Austin, Texas 78767, Phone: 512.854.7875.

- City of Austin – Social Services. Most recent contract dates and amounts: 10/01/11 – 03/31/12 \$50,683; 10/01/10 – 09/30/11 \$101,366; 01/01/10 – 09/30/10 \$76,025; 01/01/09 – 12/31/09 \$101,366. Contact: Natasha Ponczek, Contract Manager, Phone: 512.972.5027.

- City of Austin – GTOP. Most recent contract date and amount: 04/16/09 – 03/31/10 \$15,000. Contact: Sheena Colbath Harden, Program Coordinator, City of Austin, Department of Telecommunications & Regulatory Affairs, Phone: 512.974.3510.

Experience working with the target populations and providing services identical to those proposed

For 30 years ACS has believed that every child deserves a safe home, the love and support of a caring community, and the tools and resources to live up to her potential. The mission of ACS is to protect and heal children, young adults, and families in need. ACS was founded in 1984 with ten beds in a residential house, primarily to shelter young child victims of violence and neglect until a foster home could be found. ACS expanded in 1988 to two side-by-side residential houses

and increased services, providing medical care, assessment, counseling, and case management for up to 30 children. In response to community needs and following the completion of a successful \$14 million capital campaign in October 2009 ACS made yet another giant leap forward, moving to a new, seven-acre campus in East Austin. The purpose-built facilities, consisting of five cottages, an educational services building and a program services building, are designed to provide safe and supportive care in a home-like setting. In 2013, we served 195 children, providing safety, nurturing and all of the supportive services that a child usually receives from family support; a shoulder to cry on, an ear to listen, orthodontia visits, sex education, instruction in self-care, educational support, and more.

In 2013, the ESP provided 11,993 days of care for 177 residents, for the TLP in 2013 we provided 5,297 days of shelter care for 30 residents and for the Teen Parent Program 47 parents and children were cared for with an average stay of 103 days. Since 1984, we estimate that the Shelter has provided services to nearly 5,000 Texas babies, children, youth and young adults.

H. Data Management and Program Evaluation

ACS has a successful history in collecting, inputting and analyzing program related data, and has a strong track record of submitting quarterly performance reports to the City, County, and State in a timely and accurate manner.

Currently, ACS uses KaleidaCare Solutions 7 as the internal electronic information database system. KaleidaCare is HIPAA compliant, and was deployed by ACS on January 1, 2009. KaleidaCare has been a useful tool in tracking more complex information on residents currently in the foster care system and in tracking basic information data regarding youth in ACS residential programs.

Data is collected from the professional referral source at time of admission and throughout a youth's stay with the agency. ACS utilizes admission paperwork to collect data that includes a

youth's social, emotional, psychological, and criminal history. Needs and strengths, contact information and basic identifying information is gathered from the professional referral source and in the interview with the youth. This is then inputted into the KaleidaCare system. ACS works with all of the youth's team members, including caseworkers, JPO, CASA, medical doctors and other community members that have worked with the youth, to collect any other data information on ongoing basis.

KaleidaCare and HMIS systems will be used to track and report on all residential client information. Patterns or inconsistencies in outcomes, services provided and expenditures would be flagged and reviewed. This information will be used to correct and improve methods for service delivery through steps in a corrective action plan. Corrective action plans would be flagged by the information technology/database assistant and carried out by the Senior Director of Therapeutic and Residential Services and the relevant Program Director. In addition to assessing for service quality as part of the monthly case reviews, the Senior Director of Residential and Therapeutic Services also monitors for timely completion of all pre-and post-service assessments.

ACS will adhere to HMIS guidelines as part of the Data Management process. Including, but not limited to: All settings for client records will be in accordance with HMIS policy in order to reduce duplication of records and improve service coordination; HMIS user licenses will be purchased for staff entering data into any City-funded programs; Organizations must have an ECHO HMIS Memorandum of Understanding; Data quality reports submitted monthly with a rating of "excellent" or "acceptable"; Participation in Annual Point-in-Time Count, Annual Homeless Assessment Report (AHAR) and other required HUD reporting; and Participation in the required annual training for each licensed user as well as attendance at required City-sponsored training regarding HMIS and CTK ODM System.

On a programmatic level, quality assurance procedures follow a five-step quality assurance process, namely: identify, plan, do, check, and act. This includes staff members from various levels across the organization assessing risk and implementing solutions to mitigate risk. Quality of services is ensured by weekly supervision and is monitored by evaluation/data tracking and comprehensive case documentation. Additionally, adherence to evidence-based program models is assessed to ensure fidelity and solid outcomes for ACS youth.

I. Staffing Plan

The Senior Leadership Team at ACS has combined decades of experience in implementing high quality programs and services. ACS is led by Kelly White, Chief Executive Officer. Ms. White has been a non-profit CEO for over 30 years; including as the executive director of Chicago Foundation for Women where she oversaw one of the largest women's funds in the world. She spent a decade, from July 1993 through November 2003, serving as the Executive Director of SafePlace, the domestic violence and sexual assault services program for Austin and Travis County as it grew from a staff of 40 and an annual operating budget of \$1.4 million to a staff of 160 and a budget of \$8.5 million and successfully completed multiple capital campaigns. Ms. White is the recipient of numerous awards and recognitions including: Austin Community Foundation Award for Excellence as a Non-Profit Executive, United Way Executive Director of the Year and Leadership Austin's Essential Alumni Award.

The ESP, TLP, and Teen Parent Program are all overseen by individual Program Directors. Each Program Director is responsible for the direct supervision of Youth Care staff with supervisory duties including evaluation, training and leadership. These Program Directors are accountable for reporting any critical issue or risk management situations with clients, staff, or the public. Program Managers also undertake case management responsibilities that include ensuring the medical, educational, emotional, and social needs of the residents are met and maintained on

an individual basis. In addition, a Therapeutic and Youth Services Director is responsible for ensuring that the medical, educational, emotional, and social needs of youth in the ACS Residential Program are met and maintained.

Program Directors are supervised by the Senior Director of Therapeutic and Residential Services whose responsibilities include overseeing campus operations, the Residential Program, and the case management and therapeutic services programs. The Senior Director of Therapeutic and Residential Services reports directly to the ACS Chief Program Officer who is directly responsible for the oversight of the Residential Program.

Overall, most staff members working in the ACS Residential Program and directly with youth have special certifications and advanced educational degrees such as MSWs, and are licensed child care administrators. Any therapeutic and case management services are provided by licensed professionals. Support staff provide food service, administrative duties, housekeeping, training, IT, and facility maintenance.

Please see Section 0645 for Program Staff Positions and Time. Resumes for key personnel are also attached.

PART II – COST EFFECTIVENESS

A. Budget

Based on calculations from the ACS 2012 Form 990, the fundraising and administrative percentage is 14%. Please see Section 0650 for the Program Budget and Narrative.

B. Cost per client

Average cost per City client served

The average cost to the City per client served is \$15,750, this was determined by taking the amount we are asking the City to fund (\$126,000) divided by the number of clients we expect to serve (8).

Average cost per client served from all funding sources

The average cost per client served from all sources is \$17,042. This was determined by taking the amount of funding from all funding sources (\$3,681,157) and dividing by the number of clients we expect to serve (216).

Average cost per client achieving each of the performance measures proposed

The average cost per client to achieve the outcomes proposed is \$21,000. This was determined by taking the amount of funding being sought from City of Austin (\$126,000) and dividing by the number of clients we expect to reach the proposed outcomes (6).

Return on investment/social impact the proposed strategy/strategies will make.

The staff positions funded by this request are essential to providing mission critical support services that promote the well-being of the children and youth we serve every day. Most of this budget reflects salary for direct care staff who offer the care, supervision and/or training to give trauma informed care for our youth. A smaller portion of the budget is requested for administrative staff who ensure outcomes are achieved and reported.

As mentioned, given Texas spends more than \$6 billion dollars a year responding to abuse and neglect, working with youth to break this cycle will yield a high return on community investment. The ACS Residential Program is highly regulated, time and resource intensive, complex, and expensive; but the alternative is even more costly.

C. Program Funding Summary

Please see Section 0655 - Program Funding Summary Form.

PART III – LOCAL BUSINESS PRESENCE

ACS has maintained a Local Business Presence within the Austin City Corporate Limits for the past 30 years; almost 5 at the Manor Road location, and the prior 25 at and around Enfield Road. Please see Section 0605 - Local Business Presence Identification Form.

PART IV – BONUS EVALUATION POINTS

A. Connection to Additional Self-Sufficiency Goals(s) & Life Continuum Categories

Additional Self-Sufficiency Goals

Transition out of Poverty: ACS has developed a comprehensive array of strategies to address the needs of youth in residential care who are preparing for independent living. To further self-reliance ACS works with these youth, through their Individualized Service Plans, to develop critical life skills. Trainings and educational opportunities related to life skills development include (but are not limited to): how to budget, manage a checking account, rent an apartment, seek employment (i.e. how to complete a job application, learning interviewing skills, how to dress for interviews etc.), proper social and workplace etiquette, how to shop economically for healthy food, how to access public transportation, and more. By equipping youth in our care with these essential skills ACS is working to prepare them for adult living with the ultimate goal being that these youth transition out of poverty, become self-reliant and lead successful lives.

Problem Prevention: Many aspects of the ACS Residential Program aim to address and prevent several social ills. For example, we facilitate child development and parenting classes that teach needed skills to teenagers who are already parents, or at risk of becoming teen parents, to help prevent the intergenerational cycle of child abuse prevalent among disadvantaged teens. Staff work individually with teen parents on learning developmental milestones, abuse avoidance, positive discipline, safety, scheduling, feeding, reading and hygiene. Other prevention initiatives implemented throughout the Residential Program are centered on the consequences of unprotected sex, prevention of sexually transmitted infections and the use of birth control. On campus psychiatric and medical care is available to both treat and avoid future physical and behavioral

health problems. This resource prevents these issues from becoming obstructions to individual success.

Universal Support Services: ACS offers a broad range of services that address the universal support needs of youth in our care, going beyond the basic shelter, food, clothes, medical and mental health care. Since the majority of youth in ACS care have been raised in impoverished circumstances and/or have parents with significant histories of incarceration, criminal activity, substance abuse and mental illness, it is imperative that therapeutic and support services are comprehensive and impactful. ACS provides safety, nurturing and all of the supportive services that a child usually receives from family support; a shoulder to cry on, an ear to listen, orthodontia visits, sex education, instruction in self-care, educational support, and more. For our teen parents and for at-risk families in our community, additional support comes by way of high-quality childcare and early childhood education that is offered through their residential cottage and/or the onsite Child Development and Family Support Center known as Care Academy.

Enrichment: ACS youth are provided with, and encouraged to attend numerous learning opportunities and enrichment activities throughout the year with a special emphasis during school breaks and summertime. ACS organizes excursions to museums, nature centers and other cultural events to encourage personal development and community enrichment. For example, in 2013 and 2014, through a partnership with Blue Lapis Light, near 20 youth participated in a 12-week "Youth Taking Flight" program learning aerial dance and culminating in a public performance. The program requires accountability, commitment to challenging physical activity, willingness to perform publicly, etc.

Additional Life Continuum Categories

The ACS Mission is to serve children, youth and young adults from ages newborn to 22. While our primary Life Continuum category for this proposal is youth, a significant percentage of children in ACS residential care are within the **early childhood** (0-5) category. Youth aged 0-5 are either served in the Emergency Shelter Program or are children of youth in the Teen Parent Program.

Additionally, approximately one-half of ACS youth have one or more diagnosed physical, emotional, behavioral and/or learning disability. ACS provides these **persons with disabilities** (0-22) with residential care, therapeutic and case management services until permanent custodial determination and arrangements are made. Further, to provide community support to families and caregivers of youths with disabilities ACS offers respite services, which are administered through the Emergency Shelter Program.

B. Leveraging

ACS currently does not have any leveraging opportunities based on City of Austin support/funding.

C. Healthy Service Environment

Tobacco Free Campus

ACS is a Tobacco Free Campus, whereby all smoking and/or use of tobacco is prohibited *anywhere* on ACS property by staff, visitors and clients alike. It is a condition of employment that all employees adhere to this policy. See ACS Policy #304 - Tobacco-Free Environment (Attachment) for further details.

Mother Friendly Workplace

ACS has a lactation area for nursing mothers situated on the ground level of Building A. The breastfeeding and lactation area has been designated as a private location for female employees to use for expressing milk. The lactation area is available to nursing mothers at all times; therefore, these employees will be granted 24/7 access to Building A as needed. Full-time and Part-time staff will be allowed to take a break to express milk when needed.

The ACS Nursing Mothers Process follows all guidelines as set by the Patient Protection and Affordable Care Act (PPACA), the Fair Labor Standards ACT (FLSA) and the Texas Health & Safety Code, Sec. 165.002. See ACS Nursing Mothers Process (Attachment) and U.S. Department of Labor Wage and Hour Division Fact Sheet #73 - Break Time for Nursing Mothers under the FLSA (Attachment) for further details.

Employee Wellness Initiative

ACS takes the physical and emotional wellbeing of all staff very seriously. Several wellness initiatives are in place to support employees in a variety of ways. Health, dental and vision insurance is offered to all employees with basic life, short-term disability and other supplemental insurances also available.

Health and medical initiatives include access to *WhiteGlove Health* who provide mobile primary health care services and *Teladoc*, who provide 24/7 access to board-certified physicians through the convenience of phone or online video consultations.

Physical exercise is encouraged and a corporate arrangement with *Gold's Gym* offers all ACS employees discount gym memberships. Further, an Employee Assistance Program (EAP) is available to all ACS staff through *Alliance Work Partners*. Under the EAP confidential services available to all staff at no cost include: counseling sessions, legal advice, financial services,

work/life balance coaching, and general health/well-being advice. Dependents and partners residing in the staff member's house are also eligible to access these services. See ACS/LIFT Alliance Employee Assistance Program Overview (Attachment) for further details.

Staff are regularly encouraged to take advantage of all wellness initiatives by their Supervisors, Senior Management and the Human Resources Department.

Violence Prevention Policy

ACS is committed to preventing workplace violence and to maintaining a safe work environment. ACS has adopted guidelines to deal with intimidation, harassment, or other threats of (or actual) violence that may occur during business hours or on its premises. See ACS Policy #308 - Workplace Violence Prevention (Attachment) for further details.

The ACS Human Resources Director and Chief Strategy and Quality Officer are responsible for implementing the above policies and ensuring they are adhered to.



City of Austin

Neighborhood Housing and Community Development

P.O. Box 1088, Austin, TX 78767-1088

(512) 974-3100 ♦ Fax (512) 974-3112 ♦ www.cityofaustin.org/housing

January 16, 2013

VIA CERTIFIED MAIL

Armin Steege
Chief Program Officer
Austin Children's Shelter
4800 Manor Road
Austin, TX 78723

Re.: 2013 Rental Housing Development Assistance Monitoring (RHDA)

Dear Mr. Steege:

On September 26, 2013, Neighborhood Housing and Community Development (NHCD) conducted an on-site review of records for the above referenced location(s) and a physical inspection of selected units. The purpose of the monitoring was to ensure compliance with local and federal regulatory requirements set forth in your RHDA loan agreement with the Austin Housing Finance Corporation (AHFC).

The following items were reviewed during the NHCD monitoring review:

- ♦ Affirmative Fair Housing Marketing Plan;
- ♦ Tenant selection criteria and policy;
- ♦ Annual audited financials report (2011) including management letter;
- ♦ Fair Housing logo on forms, flyers, and documents available to clients;
- ♦ Waiting Lists and Wait List Policy;
- ♦ Review of randomly selected resident files for income eligibility / recertification;
- ♦ Review of randomly selected resident files for adherence to policies;
- ♦ Insurance coverage; and
- ♦ Physical Inspections.

Austin Children's Shelter is **not compliant** with the terms of the RHDA Loan Agreement between Austin Children's Shelter and Austin Housing Finance Corporation (AHFC).

The following items are considered **findings** and must be corrected immediately:

- HQS Inspection of unit D-3 revealed a broken outlet cover under the desk;
This item has been corrected.
- Required HUD Approved Fair Housing Poster was not displayed conspicuously; Please post in all areas where meetings occur with "housing" applicants, take a picture and email to document;
- The shelter brochure and newsletter do not display the Approved Fair Housing logo, slogan or statement. Current remaining brochures may have a label with the logo affixed; subsequent printing of brochures and newsletters must display the logo, slogan or statement. Please forward a copy once label affixed and when new brochures are printed;
- Resident files reviewed revealed no documentation to support whether or not the resident is a full-time student, working or both. Confirmation of enrollment and/or three consecutive paycheck stubs must be present. Please forward a copy of the appropriate document for each of the residents files reviewed;

The City of Austin is committed to compliance with the American with Disabilities Act. Reasonable modifications and equal access to communications will be provided upon request.

NHCD
Monitoring Results
Page Two

- Income for working residents is not being properly documented. Please create a process that includes an employer verification affidavit along with copies of pay check stubs. Forward for review once completed;
- Discussion revealed that a remodel of the facility was planned. Please forward approval to remodel received from AHFC. If no letter has been received from AHFC, please submit a letter from your director to Betsy Spencer, our Director, requesting approval, along with the justification to make the change to the facility;
- Submit Affirmative Marketing Report found in your loan agreement (Attachment 12b); and
- Resident Marchus – Some forms with signature blanks were incomplete and/or not signed by resident and staff.

The following item is considered **concerns** and must be corrected as soon as possible:

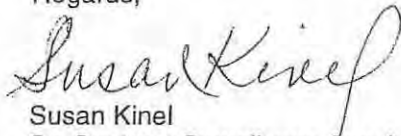
- Resident Mays – File was in a different order than the other files reviewed. Ensure all files are in an auditable condition.

The following items are **recommendations** and should be considered for implementation:

- NHCD recommends ensuring that all certification documentation is placed together in the resident file; and
- NHCD strongly recommends implementing a file checklist to ensure documentation is consistent and in an auditable format.

Staff is available for technical assistance and training for both the property staff and for the administrators of the Crisis Respite center. If you have any questions or need additional information, please contact me at (512) 974-3110 or Susan.Kinel@austintexas.gov.

Regards,



Susan Kinel
Sr. Contract Compliance Specialist
Neighborhood Housing and Community Development

Attachment(s)

XC: Kelly White, Chief Executive Officer, Austin Children's Shelter
Mark Mouritsen, Chair, Austin Children's Shelter Board of Directors
Diana Domeracki, Community Development Administrator, NHCD



ATTORNEY GENERAL OF TEXAS
GREG ABBOTT

September 23, 2013

Ms. Kelly White, Executive Director
Austin Children's Shelter
4800 Manor Road
Austin, TX 78723

Re: Contract Monitoring On-site Review
Scope of Review: September 1, 2012 to August 31, 2013
Review Date: August 20, 2013

OAG Grant Contract: OVAG #1334325

Dear Ms. White:

The Grants Administration Division (GAD) has completed the On-site review. There were no administrative, expenditure, or programmatic findings identified. No further action is required.

GAD appreciates the professionalism, promptness, and cooperation of Austin Children's Shelter during this on-site monitoring review of your organization's administrative and financial process.

This on-site monitoring review is now considered closed. For questions and comments regarding this Monitoring Report, please contact Robert Deerman at Robert.Deerman@texasattorneygeneral.gov or by phone at 512-936-2913.

Sincerely,

Robert W. Deerman
Grants Monitor
Grants Administration Division

Cc: Ms. Emma Lindrose, Grants Manager
Ms. Sheerin Hall, Senior Director of Residential & Clinical Services
Ms. Sarah Smith, Admission Coordinator & School Coordinator



ATTORNEY GENERAL OF TEXAS
GREG ABBOTT

GAD MONITORING REPORT

Grantee/Contractor: Austin Children's Shelter
Address: 4800 Manor Road
Austin, TX 78723

Contact Person: Ms. Kelly White, Chief Executive Officer
Grant Monitor: Robert Deerman
Date of Monitoring: August 20-21, 2013
Date of Monitoring Report: September 16, 2013

Grant/Contract #s:	Funding Source:	Award Amounts:
1334325	OVAG	\$42,000

Legend for Abbreviations:

- | | |
|---|--|
| ▪ GAD – Grants Administration Division | ▪ OVAG – Other Victims Assistance Grant |
| ▪ IRS – Internal Revenue Service | ▪ UGMS – Uniform Grants Management Standards |
| ▪ OAG – Office of the Attorney General | |
| ▪ OMB – Office of Management and Budget | |

EXECUTIVE SUMMARY

The Grants Administration Division monitor conducted an on-site monitoring review of Austin Children's Shelter on August 20, 2013 for contract # 1334325. At the conclusion of the monitoring visit, the GAD staff monitor conducted an exit conference with Emma Lindrose, Grants Manager. During the exit conference, the GAD monitor informed Austin Children's Shelter that there were no findings.

OBJECTIVES, AUTHORITY, AND SCOPE

It is Grants Administration Division's intent to provide our grantees with excellent customer service by implementing an effective monitoring program that recognizes and identifies areas of improvement within grant funded programs, and provide solutions and recommendations to those areas to ensure the success of all grant funded programs.

The objectives are to provide assistance to sub-recipients in maintaining compliance with OAG grant contract requirements. OMB Circular A-133 and UGMS require pass-through agencies (i.e., OAG), to monitor the activities of sub-recipients as necessary to ensure that Federal/State awards are used for authorized purposes in compliance with laws, regulations, and the provisions of contracts or grant agreements.

The scope of the monitoring review is September 1, 2012 to August 31, 2013. The test period of the administrative section of the monitoring review was for March 1, 2013 to May 31, 2013. The test period for expenditures and programmatic requirements was May 2013.

BACKGROUND

Austin Children's Shelter is classified as a nonprofit organization by the Internal Revenue Service (IRS), and has a 501 (c) 3 designation. The Mission of the Austin Children's Shelter is to protect and heal children, young adults and families in need. Our Vision is that every child in our community will be provided with a safe, sheltering environment and equipped with the tools and resources necessary to live up to their potential.

ADMINISTRATIVE REVIEW

1. Quarterly Statistical (Performance) Reports

OAG grant contracts require compliance with the following:

GRANTEE shall forward to the OAG quarterly statistical reports no later than the 30th day of each month following the end of the quarter. The four quarters end on the last day of the month of November, February, May and August.

1.1 Result

Submission of reports conformed to OAG grant contract requirements.

1.2 Finding

None

1.3 Corrective Action

None

1.4 Grantee Response

No Response Needed

2. Audit Standards

OAG grant contracts require compliance with federal and state audit standards for the following:

- (a) Grantee will contract an independent CPA firm to perform an annual financial audit engagement.
- (b) The OAG requires a grantee/contractor to conduct or undergo an annual audit of a grant/contract, including sub-grants/contracts, based on federal and state audit requirements.
- (c) Grantee must submit to the OAG one copy of all audit reports for the lesser of within 30 calendar days of completion of audit reports or nine (9) months after the grantee's fiscal year end.

2.1 Result

Submission of the audit report conformed to OAG grant contract requirements.

2.2 Finding
None

2.3 Corrective Action
None

2.4 Grantee Response

No Response Needed

3. Submission of Request for Reimbursement to the OAG

OAG grant contracts require compliance with the following:

GRANTEE is responsible for submitting bills in an accurate and timely manner, and shall make every reasonable effort to submit monthly billings to the OAG, which cover the previous month's expenses, so that they are received by the OAG on or before the twentieth (20th) day of each month, or if the 20th falls on a weekend or holiday, the next business day.

3.1 Result
Submission of invoices conformed to OAG grant contract requirements.

3.2 Finding
None

3.3 Corrective Action
None

3.4 Grantee Response

No Response Needed

4. Personnel Requirements

OAG grant contracts require compliance with federal and state cost principles for the following personnel timekeeping criteria:

An "after the fact" accounting of employee time for proper support of salaries and fringe benefits charged to federal grants. For employees assigned to multiple funding sources, this requires documentation in the time keeping records that the actual hours devoted to each activity funded by the OAG. Failing to maintain adequate documentation of actual hours charged to the OAG funds could result in the questioning of these costs.

GAD also reviewed personnel files for I-9 forms and job descriptions based on the following criteria:

Grantee agrees to comply with all applicable federal and state laws, rules and regulations, directives, guidelines, OMB circulars, or any other authorities relevant to the performance of the Grantee under the OAG grant contract.

4.1 Result

Personnel Requirements conformed to OAG grant contract requirements.

4.2 Finding

None

4.3 Corrective Action

None

4.4 Grantee Response

No Response Needed

5. Records Retention

OAG grant contracts require compliance with the following:

Grantee shall maintain and retain for a period of four (4) years after the submission of the final expenditure report, or until full and final resolution of all audit or litigation matters which arise after the expiration of the four (4) year period after the submission of the final expenditure report, whichever time period is longer, such records as are necessary to fully disclose the extent of services provided under this contract, including but not limited to any daily activity reports and time distribution and attendance records, and other records that may show the basis of the charges made or performances delivered.

5.1 Result

Records retention conformed to OAG grant contract requirements.

5.2 Finding

None

5.3 Corrective Action

None

5.4 Grantee Response

No Response Needed

EXPENDITURE REVIEW

The GAD Monitor reviewed expenditure documents such as timesheets, supporting payroll documents, financial records, and invoices to determine if costs were reasonable, necessary, and allowable for the period reviewed.

1. Personal Cost Compensation

OAG grant contracts require compliance with federal and state cost principles for the following personal cost compensation criteria:

Compensation for personal services includes all compensation paid currently or accrued by the organization for services of employees rendered during the period of the award. It includes, but is not limited to, salaries, wages, director's and executive committee

member's fees, incentive awards, fringe benefits, pension plan costs, allowance for off-site pay, incentive pay, location allowances, hardship pay, and cost of living differentials.

1.1 Result

Testing of personnel costs conformed to OAG grant contract requirements.

1.2 Finding

None

1.3 Corrective Action

None

1.4 Grantee Response

No Response Needed

2. Fringe

OAG grant contracts require compliance with federal and state cost principles for the following personnel fringe benefits cost criteria:

Compensation for personal services includes all compensation paid currently or accrued by the organization for services of employees rendered during the period of the award. It includes, but is not limited to, salaries, wages, director's and executive committee member's fees, incentive awards, fringe benefits, pension plan costs, allowance for off-site pay, incentive pay, location allowances, hardship pay, and cost of living differentials.

2.1 Result

Testing of fringe costs conformed to OAG grant contract requirements.

2.2 Finding

None

2.3 Corrective Action

None

2.4 Grantee Response

No Response Needed

3. Professional/Consultant Costs

N/A – Grantee was not awarded funds for this category.

4. Travel Costs

OAG grant contracts require compliance with federal and state cost principles for the following travel cost criteria:

A cost is allocable to a particular cost objective, such as a grant, contract, project, service, or other activity, in accordance with the relative benefits received. A cost is allocable to a Federal award if it is treated consistently with other costs incurred for the same purpose in like circumstances and if it:

- (1) Is incurred specifically for the award.
- (2) Benefits both the award and other work and can be distributed in reasonable proportion to the benefits received, or
- (3) Is necessary to the overall operation of the organization, although a direct relationship to any particular cost objective cannot be shown.

Any cost allocable to a particular award or other cost objective under these principles may not be shifted to other Federal awards to overcome funding deficiencies, or to avoid restrictions imposed by law or by the terms of the award.

4.1 Result

Testing of travel costs conformed to OAG grant contract requirements.

4.2 Finding

None

4.3 Corrective Action

None

4.4 Grantee Response

No Response Needed

5. Equipment Costs

N/A – Grantee was not awarded funds for this category.

6. Supply Costs

N/A – Grantee was not awarded funds for this category.

7. Other Costs

N/A – Grantee was not awarded funds for this category.

PROGRAMMATIC REVIEW

1. Program Activity and Maintenance of Records

OAG grant contracts require compliance with the following:

- GRANTEE will comply with the terms and conditions as set forth and required in the Grant Application Kit (“Application Kit”) if not supplemented, amended or adjusted by the OAG, as acknowledged by GRANTEE.
- GRANTEE shall maintain adequate records to support its charges, procedures, and performances to the OAG for all work related to this contract.

1.1 Result

Review of program activity and supporting documentation conformed to OAG grant contract requirements.

During the on-site monitoring review, two (2) staff members charged to the OAG grant were interviewed. Interviews are considered to be analytical review and are a part of the monitoring function. Five (5) client files were also examined during this on-site monitoring engagement. As a result of the interview, testing of timesheets, examination of performance reports and client files, the GAD staff monitor identified the following services were performed during the test month:

- Information and Referral
- Crisis Intervention
- Individual Counseling
- Therapeutic Groups
- Lodging

1.2 Finding

None

1.3 Corrective Action

None

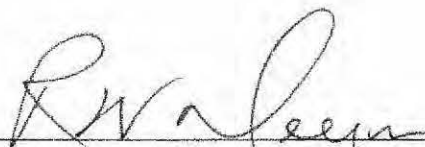
1.4 Grantee Response

No Response Needed

CONCLUSION

At the conclusion of the monitoring visit, the GAD staff monitor conducted an exit conference with Emma Lindrose, Grants Manager. During the exit conference, the GAD monitor informed Austin Children's Shelter that there were no findings.

GAD appreciates the professionalism, promptness, organization of information, and cooperation of Austin Children's Shelter during this on-site monitoring review of the organization's administrative and financial processes. For questions and comments regarding this Monitoring Report, please contact Robert Deerman at Robert.Deerman@texasattorneygeneral.gov or (512) 936-2913.



Approved By: *Robert W. Deerman*
Grants Monitor
Grants Administration Division
Robert.Deerman@texasattorneygeneral.gov
Work #: (512) 936-2913



Approved By: *Thomas J. Mershon*
Grants Monitor
Grants Administration Division
Tom.Mershon@texasattorneygeneral.gov
Work #: (512) 936-1687



**Texas Department of Family and Protective Services
Child-Care Inspection Form**

Form 2936
Page 1

Austin Children's Shelter
#1037287

Arrival Date and Time 12/30/2013 05:05 PM
Departure Date and Time 12/30/2013 06:10 PM

Part I: OPERATION INFORMATION

Location: 4800 MANOR RD, AUSTIN, TX 78723	Phone: (512) 499-0090
Permit Type: License	
Type: Multiple Services	Capacity: 78
Status: Full	
Director/Administrator: Armin Lou Steege	Designee/Registrant: Kelly White
Director/Administrator:	
Type of Inspection: Unannounced Monitoring	

Licensing Staff: KRISTA ERVIN	Phone: (512) 834-3235
Address: 14000 SUMMIT DR , AUSTIN, TX 78728	

Licensing Supervisor: ASHLAND SPENCER-BATISTE	Phone: (512) 834-3237
Address: 14000 SUMMIT DR , AUSTIN, TX 78728	

Part II: NOTIFICATION

- ☐ Controlling Persons have been verified.
- ☒ Background Checks have been verified.
- ☒ Children in Care: 40

All or part of the following laws, administrative rules or Minimum Standard rules have been inspected:

- | | |
|---|---|
| <input type="checkbox"/> Standard x Standard | <input checked="" type="checkbox"/> L.Medication |
| <input type="checkbox"/> B.Definitions and Services | <input type="checkbox"/> M.Discipline and Punishment |
| <input type="checkbox"/> C. Organization and Administration | <input type="checkbox"/> N.Emergency Behavior Intervention |
| <input type="checkbox"/> D.Reports and Record Keeping | <input type="checkbox"/> O.Safety and Emergency Practices |
| <input type="checkbox"/> E.Personnel | <input checked="" type="checkbox"/> P.Physical Site |
| <input type="checkbox"/> F.Training and Professional Development | <input type="checkbox"/> Q.Recreation Activities |
| <input checked="" type="checkbox"/> G.Child/Caregiver Ratios | <input type="checkbox"/> R.Transportation |
| <input type="checkbox"/> H.Children's Rights | <input type="checkbox"/> S.Emergency Care |
| <input type="checkbox"/> I.Admission, Service Planning, Discharge | <input type="checkbox"/> T. Assessment Services - Additional Requirements |
| <input type="checkbox"/> J.Child Care | <input type="checkbox"/> U. Therapeutic Camp Services - Additional Requirements |
| <input type="checkbox"/> K.Providing Children and Adult Care | <input type="checkbox"/> TAC 745-Drug Testing |

Others:



**Texas Department of Family and Protective Services
Child-Care Inspection Form**

Form 2936
Page 2

Austin Children's Shelter
#1037287

Failure to maintain compliance on an ongoing basis may result in remedial actions

In an effort to improve our inspection process, we are soliciting your feedback about this licensing inspection at your operation. Please provide responses to the questions posed in the online survey. The survey will take approximately 5-10 minutes to complete. Go to www.CCLinspectionfeedback.org. Your answers and comments are greatly appreciated.

ACKNOWLEDGEMENT OF RECEIPT

An inspection was conducted at my operation on the date below. Deficiencies and, where applicable, technical assistance were discussed with me during the exit conference. Failure to comply within the specified time limit or repetition of deficiencies may result in remedial action without further opportunity to correct the deficiencies. I understand that if the results of this inspection were not given to me on this date, they will be sent through a supplemental letter within ten days of this inspection.

A handwritten signature in black ink, appearing to be 'JWA', written over a horizontal line.

12/30/2013

A handwritten signature in black ink, appearing to be 'K. Smith', written over a horizontal line.

12/30/2013

Signature (Person Signing for Operation)

Date

Signature (Licensing Staff)

Date

Signed By: Administrator



**Texas Department of Family and Protective Services
Child-Care Inspection Form**

Austin Children's Shelter
#1037287

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Part III: INSPECTION INFORMATION

Records Evaluated:

Number of Children's Records:

Number of Children Enrolled:

Number of Maternity Home Residents:

Number of Homes:

Number of Birth Parents:

Number of Serious Incidents:

Number of Staff Records:

Number of Staff Employed:

Inspection Dates:

Fire Inspection: 08/09/2012

Health Inspection: 09/07/2012

Liability Insurance (exp.date) 01/01/2014

Gas Pipe Pressure Test: 04/09/2012

RR Commision Report: 04/09/2012

No monitoring deficiencies were found at this inspection.

RCCL inspector Krista Ervin and co-worker Daniel Montez conducted a night inspection. All operable cottages H, G, D and the educational/gym buildings were walked through and observed. 6 medication records and medication counts for children were randomly reviewed. There were no concerns noted with supervision or ratio. There were no concerns noted at inspection.

Notification Date: 12/30/2013

If you disagree with the actions or decisions of the licensing staff, you may request an administrative review within 15 days of the receipt of this inspection report by writing the Licensing Supervisor.

Providers may comment on the findings of the inspection in the space below.



TEXAS DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES

COMMISSIONER
John J. Specia, Jr.

March 21, 2014

ELECTRONIC MAIL

Kelly White
Executive Director
Austin Children's Shelter
4800 Manor Road
Austin, Texas 78723

RE: Delinquent Background Checks – Austin Children's Shelter
Request for Corrective Action Plan; Contract Numbers #: 23654661 and #23758701

Dear Ms. White:

This letter serves as written notice that the Texas Department of Family and Protective Services (DFPS) received notification from Residential Child-Care Licensing that Austin Children's Shelter (Contractor) did not submit background checks timely. Austin Children's Shelter submitted background checks late and will need to submit a Corrective Action Plan as to how you will submit timely background checks in the future.

Contract Section 26; Subsection C. states in part:

- C.) The Contractor shall ensure initial and subsequent 24-month Background History Checks (Checks) are performed in compliance with Minimum Standards, including:*
- i. Submitting initial Checks timely;*
 - ii. Submitting subsequent 24-month Checks before their due date;*
 - iii. Ensuring employees, volunteers, Contractors, and caregivers are not present at the facility if the Checks are submitted past the due date; and*
 - iv. Timely complying with any DFPS Centralized Background Check Unit requirements when there is a relevant Check for a particular employee, volunteer, Contractor, or Caregiver, which includes but is not limited to restrictions on employee actions like not transporting Children or not being the sole Caregiver for Children, or submitting complete requests for risk evaluations timely.*

DFPS is requesting Austin Children's Shelter to submit a Corrective Action Plan to ensure that Contractor will meet the contract requirement for submitting background checks timely. Please submit your Corrective Action Plan to Veronica Alvarez at veronica.alvarez@dfps.state.tx.us no later than, **March 31, 2014**. Should you have any questions regarding this correspondence please contact me at (512)834-3490.

Sincerely,

Veronica E. Alvarez

Veronica E. Alvarez, BS
Residential Contract Manager



Texas Department of Family and Protective Services
Child-Care Assessment Form
Austin Children's Shelter
1037287

Form 2939
Page 1

Assessment Date and Time 03/21/2014 04:30 pm

Part I: OPERATION INFORMATION

Location: 4800 MANOR RD, AUSTIN, TX 78723-5471
Designee/Registrant: Kelly White
Type: Licensed General Residential Operation-Multiple
Services
Permit Type: License
Type of Assessment: Monitoring Assessment

Phone Number: (512) 499-0090
Director/Administrator: Armin Lou Steege
Capacity: 78

Status: Full

Licensing Staff: KRISTA ERVIN
Address: 14000 SUMMIT DR, AUSTIN, TX 78728

Phone: (512) 834-3235

Licensing Supervisor: ASHLAND SPENCER-BATISTE
Address: 14000 SUMMIT DR, AUSTIN, TX 78728

Phone: (512) 834-3237

Part II: NOTIFICATION

Failure to maintain compliance on an ongoing basis may result in remedial actions.

The following laws, administrative rules or Minimum Standard rules have been evaluated:
745.625(b), 745.626(a), 745.625(a)(1), and 745.615 (b)(1)

Part III: ASSESSMENT INFORMATION

Records Evaluated:

Number of Children's Records
Number of Children Enrolled

Number of Staff Records
Number of Staff Employed

Number of Maternity Home Residents
Number of Homes
Number of Birth Parents
Number of Serious Incidents



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Child-Care Assessment Form
Austin Children's Shelter
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Page 2

Findings for this assessment are listed below:

Standard/Rule Description	Specifics	Findings	Comply By	TA Given
745.615(b)(1) Required FBI check-Persons at resident ops, child care ctr, before/after-sch or sch-age program must have name-based check unless only meet (a)(7)		Compliance		Y
745.626(a) Background check results - Must receive DPS and Central Registry prior to allowing unsupervised contact or direct access to children in care	During the review of background checks there were fifteen staff that had access to children prior to the operation receiving results of a background check.	Deficiency	03/26/2014	N
745.625(b) Renewal background checks submitted - No later than two years from the date of your most recently requested initial or renewal background check	During a review of background checks there were eight staff that did not receive a 24-month renewal background check in a timely manner.	Deficiency	03/26/2014	N
745.625(a)(2) Initial background checks submitted - At the time you hire someone	During a review of background checks there were twenty eight staff that were hired prior to the operation submitting the initial background check.	Deficiency	03/26/2014	N

The Technical Assistance provided for these standards described below:

Standard/Rule Description	Technical Assistance Given
745.615(b)(1) Required FBI check-Persons at resident ops, child care ctr, before/after-sch or sch-age program must have name-based check unless only meet (a)(7)	The operation is provided technical assistance regarding the FBI fingerprinting of employees hired prior to 9/1/13. The operation is reminded that these checks should have been completed prior to March 1, 2014. The facility has 48 hours to insure that all employees have submitted the FBI fingerprint check if it has not been completed

Three citations are being issued for deficient background checks for the operation.

Notification Date: 03/21/2014



Texas Department of Family and Protective Services
Child-Care Assessment Form
Austin Children's Shelter
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If you disagree with the actions or decisions of the licensing staff, you may request an administrative review within 15 days of the receipt of this assessment report by writing Willie Salas, RCCL, MC 278-5; PO Box 23990; San Antonio, TX 782223-0990;

Providers may comment on the findings of the assessment in the space below.



Texas Department of Family and Protective Services
Child-Care Inspection Form

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Page 1

Austin Children's Shelter
#1037287

Arrival Date and Time 04/01/2014 10:30 AM
Departure Date and Time 04/01/2014 04:31 PM

Part I: OPERATION INFORMATION

Location: 4800 MANOR RD, AUSTIN, TX 78723

Phone: (512) 499-0090

Permit Type: License

Type: Multiple Services

Capacity: 78

Status: Full

Director/Administrator: Armin Lou Steege

Designee/Registrant: Kelly White

Director/Administrator:

Type of Inspection: Unannounced Monitoring

Licensing Staff: KRISTA ERVIN

Phone: (512) 834-3235

Address: 14000 SUMMIT DR , AUSTIN, TX 78728

Licensing Supervisor: ASHLAND SPENCER-BATISTE

Phone: (512) 834-3237

Address: 14000 SUMMIT DR , AUSTIN, TX 78728

Licensing Staff: SHAWN HERNANDEZ

Phone: (254) 750-9375

Address: 801 AUSTIN AVE STE B-30 , WACO, TX 76701

Part II: NOTIFICATION

☐ Controlling Persons have been verified.

☒ Background Checks have been verified.

☒ Children in Care: 38

All or part of the following laws, administrative rules or Minimum Standard rules have been inspected:

☐ Standard x Standard

☒ L.Medication

☐ B.Definitions and Services

☐ M.Discipline and Punishment

☐ C. Organization and Administration

☐ N.Emergency Behavior Intervention

☒ D.Reports and Record Keeping

☒ O.Safety and Emergency Practices

☐ E.Personnel

☒ P.Physical Site

☒ F.Training and Professional Development

☒ Q.Recreation Activities

☒ G.Child/Caregiver Ratios

☐ R.Transportation

☐ H.Children's Rights

☐ S.Emergency Care

☒ I.Admission, Service Planning, Discharge

☐ T. Assessment Services - Additional Requirements

☐ J.Child Care

☐ U. Therapeutic Camp Services - Additional Requirements

☐ K.Providing Children and Adult Care

☐ TAC 745-Drug Testing

Others: 748.191(3)



**Texas Department of Family and Protective Services
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Austin Children's Shelter
#1037287

Failure to maintain compliance on an ongoing basis may result in remedial actions

In an effort to improve our inspection process, we are soliciting your feedback about this licensing inspection at your operation. Please provide responses to the questions posed in the online survey. The survey will take approximately 5-10 minutes to complete. Go to www.CCLinspectionfeedback.org. Your answers and comments are greatly appreciated.

ACKNOWLEDGEMENT OF RECEIPT

An inspection was conducted at my operation on the date below. Deficiencies and, where applicable, technical assistance were discussed with me during the exit conference. Failure to comply within the specified time limit or repetition of deficiencies may result in remedial action without further opportunity to correct the deficiencies. I understand that if the results of this inspection were not given to me on this date, they will be sent through a supplemental letter within ten days of this inspection.

04/01/2014

04/01/2014

Signature (Person Signing for Operation)

Date

Signature (Licensing Staff)

Date

Signed By: Administrator



**Texas Department of Family and Protective Services
Child-Care Inspection Form**

Austin Children's Shelter
#1037287

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Part III: INSPECTION INFORMATION

Records Evaluated:

Number of Children's Records: 5

Number of Staff Records: 4

Number of Children Enrolled: 38

Number of Staff Employed: 95

Number of Maternity Home Residents:

Number of Homes:

Number of Birth Parents:

Number of Serious Incidents: 35

A sample of children's records were selected at random and evaluated. Deficiencies, if any, are described below in the Findings section. If deficiencies are listed, operation staff must check all other enrollment/health records and make necessary corrections no later than the compliance date indicated.

A sample of staff records were selected at random and evaluated. Deficiencies, if any, are described below in the Findings section. If deficiencies are listed, operation staff must check all other staff records and make necessary corrections no later than the compliance date indicated.

Inspection Dates:

Fire Inspection: 07/10/2013

Gas Pipe Pressure Test: 11/15/2013

Health Inspection: 07/26/2013

RR Commision Report: 11/15/2013

Liability Insurance (exp.date) 01/01/2015

The Technical Assistance provided for these standards described below:

Standard/Rule Description	Technical Assistance Given
748.191(3) Required Postings-Post emergency and evacuation relocation plans in each building and living quarters used by children where all may view them	It is suggested to create a over night staff task list. The list should include items to be addressed within the cottage living area, such as a missing emergency evacuation posting. The list should be submitted to a designated department to ensure the task request has been addressed no later than two days.
748.831(a) Orientation-Each caregiver or employee must have orientation prior to beginning job duties or having contact with children in care	It is suggested to require all persons having contact with children in care to obtain orientation provided by the agency. It is also important to discuss emergency practices, type of children the operation provides services to, and code of conduct.
748.363(1) Personnel records-Include date of employment	It is suggested to create a check list for personnel conducting IT (computer) duties. It is important to address all in this standard 748.363 (1-13)



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748.3239(a)(3) Evacuation-During each fire drill, children must be able to safely exit building to designated meeting place within 3 minutes	During a review of an emergency fire drill for cottage D, documentation documented 3 children refusing to exit the building. Within 48 hours of the drill it is suggested to discuss the importance of the fire to the child refusing. This discussion should include a diagram of the building and a walk through of the evacuation route, this conversation should be documented.
748.1341(a) Initial Service Plan-Must give the child's parent(s) at least two weeks advance notice of the meeting	During the review of the service plan it documented the managing conservator as a participant, however it did not document the invite 2 weeks prior nor the response. It is suggested to create a section on the operations electronic data base to address the standard. The operation may also send an e-mail documenting the invite and document this information in the child record.

RCCL inspector Krista Ervin and co-worker Shawn Hernandez conducted a monitoring inspection on 4/1//14. Five children, four staff, and thirty five incident report records were reviewed. All cottages , the gym, and facilities kitchen were walked through. All areas were clean neat and in order, there was no debris on campus grounds. There were no expired food observed and refrigerator and freezer temperature were appropriate. There were no issues with child/staff ratio. A copy of liability, health, gas leak, and sanitation was received and updated. Please see inspection information section for further details.

Notification Date: 04/01/2014

If you disagree with the actions or decisions of the licensing staff, you may request an administrative review within 15 days of the receipt of this inspection report by writing the Licensing Supervisor.

Providers may comment on the findings of the inspection in the space below.



AUSTIN CHILDREN'S SHELTER

4800 Manor Road Austin, Texas 78723
phone 512.499.0090 fax 512.590.8664
www.austinchildrenshelter.org

April 2, 2014

Mary Hemby
P.O. Box 147
Buda, TX 78610
(817) 633-1900

Re: Austin Children's Shelter
Services Monitoring Review on 3/5/14

Dear Ms. Hemby:

I am responding to your findings during your Services Monitoring Review on March 5, 2014.

We confirm the Service System Indicator you have noted as deficient. This indicator is related to educational services for youth in ACS care.

The Service System Indicator identified as lacking, S400.04 states:

The provider has a written description of the relationship between the provider and the school district, or a written agreement between the provider and the school district outlining the responsibilities of each party and including procedures for resolving conflicts.

Response:

ACS acknowledges the need for a written description addressing how we plan to manage the relationship with our school providers. ACS agrees that a written agreement should be discussed and provided to schools that outlines expectations for ACS and the school personnel.

Austin Children's Shelter's has a sincerest intent to comply with all service expectations and provide a high level of service to our clients. Our belief is that the addition of the two attached documents will eliminate the deficiencies noted in your review. Attached are two documents related to education services with ACS youth:

- 1) Transitional Living Program Educational Needs Policy
- 2) Transitional Living Program School System Agreement

Please feel free to contact me with any questions or concerns related to our response.

Sincerely,

Sheerin Abbas Hall, LCSW, LCCA
Senior Director of Therapeutic and Residential Services
Austin Children's Shelter



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Austin Children's Shelter
#1037287

Arrival Date and Time 04/01/2013 10:15 AM
Departure Date and Time 04/01/2013 05:18 PM

Part I: OPERATION INFORMATION

Location: 4800 Manor Rd., Austin, TX 78723
Permit Type: License
Type: Multiple Services
Status: Full
Director/Administrator: Armin Lou Steege
Director/Administrator:
Type of Inspection: Unannounced Monitoring

Phone: (512) 499-0090

Capacity: 78

Designee/Registrant: Kelly White

Licensing Staff: KRISTA ERVIN
Address: 14000 SUMMIT DR , AUSTIN, TX 78728

Phone: (512) 834-3235

Licensing Supervisor: ASHLAND SPENCER-BATISTE
Address: 14000 SUMMIT DR , AUSTIN, TX 78728

Phone: (512) 834-3237

Licensing Staff: PAREATHA MADISON
Address: 3000 E VILLA MARIA , BRYAN, TX 77803

Phone: (979) 731-0111

Part II: NOTIFICATION

- ☒ Controlling Persons have been verified.
☒ Children in Care: 38

All or part of the following laws, administrative rules or Minimum Standard rules have been inspected:

- | | |
|--|---|
| <input type="checkbox"/> Standard x Standard | <input type="checkbox"/> L.Medication |
| <input type="checkbox"/> B.Definitions and Services | <input type="checkbox"/> M.Discipline and Punishment |
| <input checked="" type="checkbox"/> C. Organization and Administration | <input type="checkbox"/> N.Emergency Behavior Intervention |
| <input checked="" type="checkbox"/> D.Reports and Record Keeping | <input type="checkbox"/> O.Safety and Emergency Practices |
| <input checked="" type="checkbox"/> E.Personnel | <input checked="" type="checkbox"/> P.Physical Site |
| <input type="checkbox"/> F.Training and Professional Development | <input type="checkbox"/> Q.Recreation Activities |
| <input type="checkbox"/> G.Child/Caregiver Ratios | <input checked="" type="checkbox"/> R.Transportation |
| <input checked="" type="checkbox"/> H.Children's Rights | <input type="checkbox"/> S.Emergency Care |
| <input checked="" type="checkbox"/> I.Admission, Service Planning, Discharge | <input type="checkbox"/> T. Assessment Services - Additional Requirements |
| <input checked="" type="checkbox"/> J.Child Care | <input type="checkbox"/> U. Therapeutic Camp Services - Additional Requirements |
| <input checked="" type="checkbox"/> K.Providing Children and Adult Care | <input checked="" type="checkbox"/> TAC 745-Drug Testing |

Others:



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Child-Care Inspection Form**

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Austin Children's Shelter
#1037287

Failure to maintain compliance on an ongoing basis may result in remedial actions

In an effort to improve our inspection process, we are soliciting your feedback about this licensing inspection at your operation. Please provide responses to the questions posed in the online survey. The survey will take approximately 5-10 minutes to complete. Go to www.CCLinspectionfeedback.org. Your answers and comments are greatly appreciated.

ACKNOWLEDGEMENT OF RECEIPT

An inspection was conducted at my operation on the date below. Deficiencies and, where applicable, technical assistance were discussed with me during the exit conference. Failure to comply within the specified time limit or repetition of deficiencies may result in remedial action without further opportunity to correct the deficiencies. I understand that if the results of this inspection were not given to me on this date, they will be sent through a supplemental letter within ten days of this inspection.

04/01/2013

04/01/2013

Signature (Person Signing for Operation)

Date

Signature (Licensing Staff)

Date

Signed By: Administrator



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Child-Care Inspection Form**

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Page 3

Austin Children's Shelter
#1037287

Part III: INSPECTION INFORMATION

Records Evaluated:

Number of Children's Records: 3

Number of Staff Records: 2

Number of Children Enrolled: 38

Number of Staff Employed: 88

Number of Maternity Home Residents:

Number of Homes:

Number of Birth Parents:

Number of Serious Incidents: 1

A sample of children's records were selected at random and evaluated. Deficiencies, if any, are described below in the Findings section. If deficiencies are listed, operation staff must check all other enrollment/health records and make necessary corrections no later than the compliance date indicated.

A sample of staff records were selected at random and evaluated. Deficiencies, if any, are described below in the Findings section. If deficiencies are listed, operation staff must check all other staff records and make necessary corrections no later than the compliance date indicated.

Inspection Dates:

Fire Inspection: 08/09/2012

Gas Pipe Pressure Test: 04/09/2012

Health Inspection: 09/07/2012

RR Commision Report: 04/09/2012

Liability Insurance (exp.date) 01/01/2014

The Technical Assistance provided for these standards described below:

Standard/Rule Description	Technical Assistance Given
748.1209(b)(8) Child Orientation-Include policies on the religious program and practices	During orientation a discussion of religious programs offered or a discussion of how the operation will meet the child's religious needs should take place. This may be address by including religious information in the client handbook.
748.393(b)(2) Active child record-Includes known allergies and chronic conditions or "no known allergies" on exterior of record or in a clearly visible location	During the review of the service plan one child had allergies. On certain pages of the service plan it documented no known allergies, and on others it documented latex, and seafood. It is recommended to have consistent documentation through out the service plan.
748.1337(b)(1)(D)(i) Initial Service Plan-Include instructions to caregivers about level of supervision required	It is suggested to explain in detail the level of supervision each child is supervised. The documentation reviewed states "routine", the service plan should explain what routine is.



**Texas Department of Family and Protective Services
Child-Care Inspection Form**

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Austin Children's Shelter
#1037287

RCCL inspector Krista nd co-worker Pareatha M. conducted a monitoring inspection on 4/1/13. Two staff, 5 children records was reviewed. All cottages, living area space, bedrooms, campus grounds, vehicles, and the main kitchen was observed to be in compliance with minimum standards. An update copy of liability insurance was received.

Notification Date: 04/01/2013

If you disagree with the actions or decisions of the licensing staff, you may request an administrative review within 15 days of the receipt of this inspection report by writing the Licensing Supervisor.

Providers may comment on the findings of the inspection in the space below.

KELLY WHITE
Kellywhite11@gmail.com

#11 Sundown Parkway
(512) 328-0568 (home)

Austin, TX 78746
(512) 289-1005 (mobile)

Major Accomplishments

- Successfully managed the “turn-around” of five different organizations when hired immediately following the dismissal or negotiated resignation of the prior executive director. Recognized and responded to dynamic changes in the communities and related systems to reposition each agency as a sustainable and efficient operation, while increasing revenues and establishing best practices, including leading the effort to create programs and systems in domestic violence and sexual assault programming that set the standard and are recognized nationally and internationally as best practice.
- Led the Austin Children’s Shelter as it more than doubled the size of its staff from 50 to 115, added numerous programs, increased operating revenues by 100 percent, and guided the programmatic move to a community continuum of care designed for the prevention and intervention of child abuse and neglect.
- Recipient of numerous regional and national awards in management excellence including the Austin Community Foundation Beverly Sheffield Award for Excellence as an Executive Director, the Rose Foundation Award in Boston, MA for domestic violence achievement, inaugural recipient of the United/Way Capital Area Agency Executive of the Year Award and the Leadership Austin Essential Alumni Award.
- SafePlace Shelter named the Kelly White Shelter in recognition of my “Decade of Dedication”.
- Led the merger of the Austin Rape Crisis Center and the Center for Battered Women to create SafePlace.
- Successfully led the effort to form a Community Housing Development Organization (CHODO) and to acquire Low Income Housing Tax Credit financing to build a 184-unit affordable housing apartment community adjacent to the SafePlace campus. The completed project was awarded the “2004 Community Impact Award” by the Real Estate Council of Austin
- Led the merger of the Developmental Center and the Community Day Care program to create the Developmental Preschool and Day Care in Laramie, Wyoming.
- Led the fundraising campaigns to build and operate the 13-acre SafePlace campus that includes a 105-bed shelter, on-site school and child development center, 24,000 square foot community resource center and a 40-unit supportive housing apartment community.
- Author of *A Safe Place for Women* published by Hunter House in San Francisco in March 2011;
- Frequent regional and national media guest including NPR, Good Morning America and others.
- Led the campaign and building project to secure a permanent shelter facility for Denver Safehouse.
- Served on numerous Boards including the Austin Community Foundation, National Council on Family Violence, United Way/Capital Area, SafePlace Foundation and many others.
- Worked with volunteers to secure Gloria Steinem as a speaker for the Chicago Foundation for Women 1,800 person Annual Luncheon when the confirmed speaker cancelled at 3 pm the afternoon before.

Professional Experience

Chief Executive Officer – Austin Children’s Shelter, Austin, TX

July 2010 – Present

Recruited to manage the agency as it transitioned from a 50 to a 115-person staff, 30 to 70-beds and from a \$2 million to \$5.5 million agency over a 12-month period.

Executive Director – Chicago Foundation for Women, Chicago, IL

Dec. 2008 – July 2010

Managed the Foundation, which operates as a stand-alone community foundation with funds directed toward supporting activities and programs benefitting women and girls, through a time of significant changes in staffing and operational practices as it reassessed its mission, strategic direction, policies and procedures, and grantmaking processes.

Consultant

Jan. 2005 – Sep. 2008

Working with various non-profit and for-profit entities in board and fund development, capital acquisition strategies, strategic planning and organizational management. Clients included Family Eldercare (a non-profit serving the elderly and disabled), One Earth Bank,

Executive Director - SafePlace, Austin, TX**July 1993 – Dec. 2003**

Responsible for the overall operations of the nationally recognized non-profit domestic violence and sexual assault programs serving Austin and Travis County, Texas; including the National Model Program "*Expect Respect*", a violence prevention program targeting elementary, middle and high school students and *ASAP Disabilities Services*, a violence intervention and prevention program for people with disabilities. Led a multi-cultural staff and developed programs to serve the Asian community, the deaf and hearing-impaired community and the Muslim community. Led the Center for Battered Women through the merger with the Austin Rape Crisis Center to create SafePlace and led SafePlace as it grew from an agency with 44 employees and a \$1.4 million annual operating budget, to one with 155 employees and an annual operating budget of \$8.5 million.

Division Director**May 1992 – July 1993****United Way of Metropolitan Tarrant County, Fort Worth, TX**

Responsible for campaign divisions totaling \$2.5 million as the director of the Combined Federal Campaign for Tarrant and Denton Counties and division director for banking and finance. Worked extensively with corporate and federal executives and coordinated all campaign training activities for 1,000 plus United Way Campaign volunteers.

Executive Director**April 1990 –Feb. 1992****Citizens Crime Commission of Tarrant County, Fort Worth, TX**

Responsible for the total reorganization of the Crime Commission into a non-profit corporation with a countywide perspective involving 33 different municipalities. Included fund and board development, strategic planning, grants and program formulation, and extensive involvement with various community organizations, governmental entities and professionals in the criminal justice field. Organized the Tarrant County Gang Task Force, which successfully brought millions of dollars in "*Weed and Seed*" federal funding into Tarrant County.

Planning Consultant**June 1989– April 1990****United Way of Metropolitan Tarrant County, Fort Worth, TX**

Responsible for the development of the *Northeast Human Services Project* council which brought 11 different municipalities in Northeast Tarrant County together with a unified approach toward human service and capacity building in Northeast Tarrant County.

Executive Director, Denver Safehouse, Denver, CO**April 1984– May 1988**

Responsible for the overall operation of the non-profit domestic violence program serving the City and County of Denver. Included management of professional and support staff of 18 and management of a \$500,000 annual budget. Raised \$1.5 million over a four year period, more than tripling agency revenues and acquired and renovated a new shelter facility, significantly increasing residential capacity. Also expanded service capacity to include a 24-hour crisis line, legal assistance and community education programs. Program statistics were increased by an average 400% in a four-year period.

Executive Director**Aug. 1980– April 1984****Developmental Preschool and Day Care, Laramie, WY**

Responsible for the overall operation of the regional non-profit program providing day care, special education, physical, occupational and speech therapy for developmentally disabled infants and preschoolers in Albany County, WY. Managed the merger of two local agencies into one, including reallocation of staff, negotiation with the two boards, equalization of salaries and benefits, and the public relations campaign announcing the merged agencies.

Occupational Therapist**Aug. 1979- July 1980****University of Wyoming: Wyoming Infant Stimulation Project, Laramie, WY**

Worked in Wyoming and across the United States providing training and technical assistance for infant stimulation programs.

Education

B.S. University of Kansas; major in Occupational Therapy; 1975.

Personal

Married to Bill McLellan; three grown children; interests include gardening, reading, writing, mosaic, fused glass and traveling.

References

Greg Kozmetsky

Chair of the RGK Foundation

Email: gakoz@kmsventures.com

MariBen Ramsey

Chief Legal Counsel and Deputy Director of the Austin Community Foundation

Email: mbramsey@austincf.org

Ted Keyser

Executive Director of Helping Hand Home for Children

tkeyser@helpinghandhome.org

RESUMÉ

ERNESTINE (Kitt) KREJCI, M.B.A., C.P.A.^o

6205 Salcon Cliff Dr.
Austin, TX 78749

Telephone: (512) 917-9933
E-mail: kittkrejci@yahoo.com

EDUCATION & PROFESSIONAL CERTIFICATION

Wayland University
Campbellsville University
Certified Public Accountant

M.B.A.
B.S., Magna Cum Laude
Candidate-Certification complete except service

SKILLS AND ACCOMPLISHMENTS

Financial Management –

- Financial reporting – significant experience in the analysis of all generally accepted financial statements, design and generation of internal reports for analysis and review of operations, utilizing various financial software
- Budget development – accomplished in the development, implementation and monitoring of complex budgets, appropriate and timely communication with responsible units to evaluate and enable accomplishment of goals
- Procurement – experienced in procurement of goods and services for all aspects of university services through the use of contracts, RFP documents, bid solicitation, and purchasing agreements
- Inventory – experienced with inventory tracking methods, fixed asset acquisition and disposal procedures and data management
- Travel Management – familiar with the procedures for successful management of university travel
- Cash flow management – adept in managing short and intermediate term investment of cash reserves and procurement of cash via line of credit
- Financial policy and procedure – practiced in the development of prudent financial policy and ensuring compliance with established procedure, policy, laws and regulations

Accounting –

- Accounting functions – significant experience in all aspects of general ledger functions: chart of account design; A/R, A/P, payroll, account analysis and reconciliation; month-end and year-end closing processes; coordination of external and internal audit processes; accounting system conversion projects
- Generally accepted accounting principles – in depth knowledge of GASB and FASB, not-for-profit accounting and auditing standards
- Accounting processes – the ability to critique and modify processes to improve efficiency of operation, accuracy of information, and applicability to organizational goals
- CPA certification – all elements for certification are complete with the exception of one year employment under the direct supervision of a CPA. This has not been feasible in administrative roles. Accounting knowledge and experience are well documented

RESUMÉ

Administrative Qualifications –

- Served in progressively senior executive-level roles in non-profit agencies and institutions of higher education including: chief financial officer, vice president of administration and finance, director of accounting, director of budget and treasurer
- Understand the complex structures, services, constituencies, and funding sources of non-profit and higher education organizations
- Experience as a senior officer of a large non-profit agency and as a senior administrator of a university with eleven campuses located in five states

Teaching Qualifications –

- Taught the following courses while a member of the Wayland University adjunct faculty:
Principles of Accounting I
Principles of Accounting II
Public Sector Accounting
Managerial Accounting
Financial Management

General Management –

- Motivated for excellence
- Proven problem solving skills
- Effective leadership and team building skills
- Exceptional oral and written communication skills
- Experienced manager of a variety of staff and organizational structures
- Excellent computer skills and ability to manage the implications of software and hardware modifications and application of technological advances

Interpersonal skills and attributes –

- High standard of integrity
- Professional demeanor and appearance
- Proficient and comfortable making presentations
- Cooperative and flexible attitude
- Positive first impression
- Innovative and energetic
- Excellent health

RESUMÉ

PROFESSIONAL EXPERIENCE

LIFT ALLIANCE – 1515A Grove Blvd, Austin, Texas 78741

January 2013 – Current

Chief Financial Officer

June 2001 – Current

Chief Financial Officer - SAFEPLACE

-member agency of Alliance

Direct Supervisor – Chief Executive Officer

Direct Responsibilities included preparation and supervision of operating and special/capital projects budgets; presentations to the Board Finance Committee, administration, and staff; cash and debt management; financial and administrative policy and procedure; financial reporting; external audit coordination; and management and supervision of the following areas:

Accounting

Grants Billing

Accounts Payable

Inventory Tracking

Accounts Receivable

Payroll

UNIVERSITY OF TEXAS SYSTEM – Austin, Texas

March 2002 – September 2003

Assistant Director of Business and Administrative Services

WAYLAND UNIVERSITY - 1900 West 7th Street, Plainview, Texas 79072

September 1992 – October 2000

June 1995 - October 2000

Vice President for Finance and Administrative Services

September 1992 - May 1995

Chief Financial Officer

Direct Supervisor - President/Chancellor

Direct Responsibilities included preparation and supervision of operating and special/capital projects budgets; evaluation, approval and implementation of resource allocation; planning and evaluating service goals and methods of delivery; liaison with external entities such as vendors, foundations, agencies and service providers; presentations to the Board of Trustees, administration, faculty and staff; investments management; debt management; financial and administrative policy and procedure; financial reporting; marketing of services; management and supervision of the following areas:

Bookstore

Food Services

Property Management

Buildings and Grounds

Housing- Students and

Public/Student Safety

Business and Accounting

Faculty

Purchasing

Communications Services

Human Resources

Risk Management

Computer Services

Payroll

Student Financial Aid

Copy Services

Postal Services

Vehicle Fleet

Fall 1995 – Summer 1999

Member of Adjunct Faculty

Taught the following courses: Principles of Accounting I, Principles of Accounting II, Public Sector Accounting, Managerial Accounting, and Financial Management

CAMPBELLSVILLE UNIVERSITY - 1 University Drive, Campbellsville, KY 42718

May 1981 - September 1992

Direct supervisor - Executive Vice President

June 1989 - September 1992

Business Manager & Treasurer

June 1982 - June 1989

Controller/Director of Accounting and Financial Services

Responsibilities included - financial presentations to the Board of Trustees, preparation and maintenance of the operating budget, risk management, investments management, cash flow management, debt financing, financial policy procedure, financial reporting, and supervision of: Accounting Services, Bookstore, Communications, Computer Services, Concessions, Business Services, Human Resources, Postal Services, Printing Services, Purchasing, Student Financial Aid, Vehicle Fleet

RÉSUMÉ

REFERENCES

Dan Shaner
Atchley & Associates, LLC
512-346-2086

Laura Wolf
CASA of Travis County
512-428-4480

Karl Nichols
African American Youth Harvest Foundation
512-428-4480

Armin Steege

3102 Pinecrest Drive, Austin, TX 78757

asteege@austinchildrenshelter.org

512.502.9669 (h) 512.694.4817 (c)

Highly effective senior health care executive and social service administrator with history of documented success in varied roles, clinical and administrative ♦ Strong ties to the central Texas health care community ♦ Known for creating a positive work environment through strong interpersonal skills and service orientation ♦ Proven track record of providing oversight and effective leadership to complex projects contract monitoring, and facility operations ♦ Persuasive, articulate individual who easily meets people and quickly engenders trust and confidence ♦ Diverse professional portfolio: from bi-lingual parish pastor to RTC administrator to member of Mayor's (Austin) Mental Health Task Force ♦ Managerial/fiduciary expertise combined with a personal drive for quality of care and mission realization.

SPECIALIZED SKILLS INCLUDE

- CEO – level and above operations experience in non-for-profit agencies
- President of Charter School
- Children's Emergency Shelter oversight
- Licensed Child Care Administrator
- Foster Care oversight of government-funded program
- Post-graduate adjunct professor
- COO of acute care hospital
- Residential Treatment Centers administrator
- Bi-lingual (Spanish/English)
- Council on Accreditation trained reviewer
- Budget/operations management for profit and not-for-profit
- Accomplished presenter

PROFESSIONAL HISTORY

Austin Children's Shelter

Chief Programs Officer

- Overall oversight and management of all ACS Child Care Programs, and Program Services (direct care and clinical)
- Implements all ACS programs that includes emergency shelter and long term care which provides services compliant with federal, state, and local laws and licensing
- Serves as the lead agency Licensed Child Care Administrator for all designated programs
- Oversees the admissions process to establish and maintain appropriate resident census
- Directs the activities of admissions staff to ensure quality referral and placement services and to sustain positive rapport with local and statewide youth referral sources
- Manages financial, informational and physical resources related to all ACS Programs
- Promotes the Continuous Quality Improvement (CQI) process for all ACS Programs

Austin, Texas 2008 – present

Lutheran Social Services of the South

Austin, Texas 2007-2008

Vice-President of RTC's and Emergency Shelter
CEO, Trinity Charter Schools

- Provided oversight of three residential facilities (Child Protective Services) and Juvenile Probation Department clients/contracts) that made agency budget for first time in several years
- Supervised an ORR emergency shelter for the Department of Unaccompanied Children Services; developed extensive plan for quality improvement of that facility
- Oversight of government-contracted foster care: Department of Unaccompanied Children Services/Office of Refugee Resettlement
- Oversaw coordination of four charter schools in treatment facilities and opening of two additional schools
- Helped two residential facilities to be recognized for significant improvement of clinical program quality

The Oaks Treatment Center

Austin, Texas 2006-2007

Chief Operating Officer

- Led a successful restraint reduction initiative for 120-bed facility
- Developed leadership program for clinical/employment ladder
- National presenter of treatment techniques for developmentally delayed adolescents

Seton Shoal Creek Hospital

Austin, Texas 2000-2006

Vice-President/Chief Operating Officer

- Managed hospital from negative \$800k to positive \$1.4 million net operating income while reducing turnover by 70%
- Served as trainer for leadership development in Seton Healthcare Network (7,000 employees)
- Built Intensive Outpatient Program for substance abuse from 17 to 140 patients
- Served on Mayor's Mental Health Task Force to find resources to improve mental health in Austin community

Charter Behavioral Health System

Austin, Texas 1996-2000

Chief Executive Officer

- Built new senior management team and added three new substance abuse programs
- Led hospital from brink of closure to top hospital in 8-facility region
- Positively – and significantly – impacted community perception of hospital
- Developed and implemented counselor training and continuing education course

Community Psychiatric Centers Capital Hospital

Austin, Texas 1991-1996

Chief Executive Officer

- Administrated \$10 million budget for 130-bed psychiatric and substance abuse inpatient and outpatient hospital for children, adolescents, and adults
- Won and managed 150,000-lives capitated contract (largest in central Texas)
- Won grant to manage juvenile probation program, netting \$460k annually

Director of Clinical Services

- Responsible for clinical programs (psychiatric and substance abuse) for children, adolescents, adults
- Supervised education, social services, substance abuse counseling, and Quality Improvement

San Marcos Treatment Center

San Marcos, Texas 1994-1995

Chief Executive Officer

- Administrated 230-bed residential treatment center for adolescents
- Average daily census increased by 50% in six months
- Awarded grant by State of Texas for treatment/training of Mentally Retarded offenders program
- Adolescent therapist at SMTC ten years earlier

Counseling and Pastoral Care Center

Austin, Texas 1987-1991

***Psychotherapist (Licensed Professional
Counselor, Licensed Marriage and Family
Therapist)***

- Counseled individuals, groups, and families
- Facilitated presentations on health couples, healthy families, and coping with adolescent issues for churches and other groups

EDUCATION

<i>Master of Arts: Marriage & Family Therapy</i> , St. Mary's University	San Antonio, Texas
<i>Master of Education</i> , Pan American University	Edinburg, Texas
<i>Master of Divinity</i> , Lutheran School of Theology at Chicago	Chicago, Illinois
<i>Bachelor of Arts</i> , Luther College	Decorah, Iowa

LICENSES AND PROFESSIONAL MEMBERSHIP

<i>Trained Council on Accreditation (COA) Reviewer</i>	
<i>Licensed Professional Counselor-Supervisor</i>	(State of Texas, #07701)
<i>Licensed Child Care Administrator</i>	(State of Texas)
<i>Licensed Marriage and Family Therapist</i>	(State of Texas, #3195-3305)
<i>Ordained Lutheran Minister</i>	(Southwest Texas Synod)

COMMUNITY/PROFESSIONAL INVOLVEMENT

Board Member, American Association of Children's Residential Centers
Board Member, New Life Institute (Christian Counseling Center)
Member, Council on Policy Development of Texas Hospital Association
Member, Mayor's Mental Health Task Force (Austin, Texas)
Advisory Board Chair, Family Pathfinders (Statewide development of plan for TANF: Temporary Assistance for Needy Families)

REFERENCES

Dr. Kurt Senske
CEO of Lutheran Social Services

Mr. John Brindley
COO of Seton Healthcare Network

Mr. Ed Prettyman
CEO of Texas Neuro Rehab Center

Sheerin Sara Abbas Hall, LCSW, LCCA

10701 Sorghum Hill Cove, Austin, Texas 78754

(205) 223-2947 sheerina@gmail.com

PROFILE

- Licensed Clinical Social Worker (LCSW) with over 10 years of experience in residential and community based settings with specialization in diverse populations, trauma and family violence/child abuse prevention services. Skilled in management of therapeutic and residential operations, policy/program development and oversight, with extensive experience providing direct therapy, crisis intervention and case management services.

EDUCATION

Master of Science in Social Work, The University of Texas at Austin August 2009

Bachelor of Science in Psychology, The University of Alabama at Birmingham December 2004

Bachelor of Science in Business Administration, The University of Alabama at Birmingham May 2002

EXPERIENCE

Austin Children's Shelter November 2011- Present
Senior Director of Therapeutic and Residential Services/ Licensed Child Care Administrator

- Residential facility administrator for agency housing 40-60 children/young adults ages 0-25years
- Oversee residential and therapeutic programs: Therapeutic Services, Emergency Shelter, Transitional Living, Teen Parent & Child
- Directly supervise six Master level Directors/Managers - Indirectly supervise 60-70 therapists, direct care workers
- Created, implemented and oversee policies and procedures related to all therapeutic and residential operations
- Ensure compliance with program budgets, DFPS minimum standards, license, contract and grant requirements

Director of Therapeutic Services August 2010 – November 2011
Case Manager/Therapist May 2010 – August 2010

- Developed, implemented and managed case management and therapeutic operations, policies and procedures
- Managed team of Master level clinical case managers for clients ages 0-22 in foster care, juvenile probation
- Provided individual, family therapy for children/teens at ACS – Supervised group therapy services
- Provided and supervised clinical case management, therapy, crisis intervention, and on-call services
- Advocated for client needs within court systems, schools, in the community as part of a multi-disciplinary team
- Served as primary liaison to onsite psychiatrist/psychiatric residents providing services to ACS clients

Seton Hospital Network May 2010 – October 2010
PRN Social Worker

- Medical social worker for hospital network; part of multi-disciplinary medical team
- Completed psychiatric assessments, suicide risk assessments, recommend services to meet immediate needs
- Facilitated voluntary/involuntary commitments to inpatient psychiatric hospitals

Travis County Office of Child Representation (OCR) November 2009 – May 2010
Licensed Social Worker

- Social worker for office of court appointed attorney ad litem for children in Child Protective Services cases
- Created and implemented sustainable social work program policies and procedures
- Completed thorough case plans, psychosocial assessments - Provided counseling and crisis intervention services

Austin Police Department's Victim Services Division February 2009 – August 2009
Graduate Student Intern and Volunteer

- Provided on scene crisis counseling with victims of violent or traumatic crimes
- Assessed for client's safety, immediate needs, and follow up options
- Established quick rapport in order to provide effective crisis intervention and grief counseling

Center for Social Work Research, University of Texas at Austin July 2008 – December 2008
Graduate Research Associate

- Completed motivational interviews with research participants/patients in hospital trauma department
- Assessed participants drug/alcohol use, suicide risk, risky behaviors, and cognitive functioning
- Adhered to all confidentiality requirements in handling data and medical information

School to Community Liaison, Austin Independent School District
Graduate Student Intern

January 2008 – May 2008

- Facilitated counseling groups with High School & Elementary School students
- Provided individual counseling/support for students in need - Responded to crisis situations
- Solution focused approach for students with academic challenges, social problems, family conflicts

Family Initiatives, Office of the Attorney General of Texas
Graduate Student Intern

September 2007 – January 2008

- Created and implemented case management program for teen parents employed as peer educators
- Participated in evaluation of statewide pilot project for individuals involved in Child Support system
- Gained a thorough understanding of public policy as it affects disadvantaged populations

Child Protective Services, Department of Family Protective Services
Child Protective Services Investigator

September 2006 – August 2007

- Completed rigorous training in child abuse/neglect investigations and case management
- Investigated reports of child abuse/neglect – Advocated for the safety and wellbeing of the child
- Intervened with families/children in crisis – Maintained thorough records adhering to state guidelines

Medicaid Waiver Program, Jefferson County Council on Aging
Case Manager for Elderly & Disabled, Birmingham, Alabama

July 2005 – July 2006

- Managed case load of 35-40 elderly and disabled Medicaid clients on state sponsored in-home services
- Coordinated community resources for state programs to keep clients in home and avoid institutionalization
- Utilized communication skills for conflict resolution, emotional support, and to act as advocate for clients

Spain Rehabilitation Center, University of Alabama at Birmingham Medical Center
Neuropsychology Research Assistant, Birmingham, Alabama

May 2004 – June 2005

- Conducted extensive interviews, cognitive testing, collected data & completed thorough analysis of results
- Research resulted in publications of abstracts and paper in neuropsychology journals

Child Welfare Office, Jefferson County Department of Human Resources
Case Aide/Undergraduate Intern, Birmingham, Alabama

March 2004 – July 2004

- Provided crisis intervention and needs assessments for children in foster care placements
- Organized and supervised social events for foster children

NOTABLE ACCOMPLISHMENTS

Coalition/Committee Member- Central Texas Human Trafficking Coalition, Austin, Texas

Coalition member and Domestic Minor Trafficking Committee Member since August 2011
 Created and routinely presented "Human Trafficking 101" to audience of family violence outreach workers
 Participated in subcommittees developing clinical service structures for survivors of trafficking
 Provided direct therapy services to survivors of trafficking

Guest Lecturer- University of Texas at Austin, School of Social Work

Regular guest lecturer for School of Social Work class on topics of child welfare, child abuse and neglect

Certifications and Trainings

Certified Trauma Focused Cognitive Behavior Therapist (TF-CBT)
 Certified in Satori Alternatives to Managing Aggression (SAMA), 5/2010
 Extensive trainings: trauma and interventions for trauma, Mandt System of de-escalation and crisis intervention, Trust Based Relational Interventions, Dialectical Behavior Therapy (DBT)

REFERENCES

Dr. William Streusand, M.D.

Psychiatrist/Founder
Collaboracare for Kids

Tamera Linseisen, LCSW

School of Social Work professor/Clinical Supervisor
University of Texas at Austin

Leslie Hill, J.D.

Managing Attorney
Travis county office of child representation

Courtney Craft

9009 Great Hills Trail #726 Austin TX, 78759
979-240-9472 cecraft@yahoo.com

Education: **St. Edward's University, Austin, TX**
Master of Arts in Counseling, December 2013

Stephen F. Austin State University, Nacogdoches, TX
Bachelor of Business Administrations, Marketing, December 2008

Experience: **Emergency Shelter Program Director April 2013- Present**
Austin Children Shelter, Austin, TX
Direct supervisor to program managers, youth care leads, and youth care workers
Provide case management for emergency shelter youth
Work with youth's team to formulate treatment plans
Work with staff to create a therapeutic environment for all youth within the program

Program Manager, January 2013-April 2013
Direct supervisor to youth care leads and youth care workers
Worked directly with youth to ensure safety while following daily schedules
Ensure all staff were following protocol and safety plans for youth

Youth Care Lead, April 2012-January 2013
Supervise 2 staff and 14 residents on shift
Provide daily schedule and ensured safety of youth
Meet with other shift leads and management to ensure treatment plans and schedules were followed

Youth Care Worker, November 2011- April 2012
Work with cliental within the CPS and foster system
Ensure safety of youth
Work with all staff members to ensure all needs are provided

Youth Care Worker, October 2011-March 2012
Lifeworks, Austin, TX
Worked with homeless adolescents ages 0-22
Learned different job skills necessary for different shifts

House Director, June 2010- June 2011
Heartlight Ministries, Hallsville, TX
Responsible for 8 residents and 3 staff.
Directed staff to ensure daily requirements were met.
Met with Residential Director and Counselor of individual residents to ensure treatment plans were maintained.

Residential Staff, September 2009- June 2010
Oversaw residents daily schedule and living responsibilities.
Ensured supervision and safety of residents at all time.
Guided residents through the orientation of the program as well as their individual treatment plans.

Counselor, July 2004- August 2009

Camp Longhorn- Inks Lake, Burnet, TX

In charge of two Counselors and twelve campers.

Planned and oversaw daily activities of campers.

Staff Counselor, July 2007- August 2009

Earned more responsibility and ran more vigorous activities.

Managed and directed other counselors.

Coordinated nightly events and activities.

Substitute Teacher, January 2009- May 2009

Bay City Independent School District, Bay City, TX

Responsible for daily classroom order and agendas.

Prepared, distributed, and explained different curriculum.

Van Vleck Independent School District, Van Vleck, TX

Interacted with different age groups from 2nd grade to high school.

Customer Service Representative, June 2005- December 2008

Craft Furniture, Bay City, TX

Performed service duties congruent with the workings of a small business office.

Assisted the front desk and helped customers.

Answered phones and directed calls.

Memberships: **Delta Zeta Sorority August 2005- December 2008**

Skills: Excel, Power Point, Word, and Office 2011 systems.

Aja Lee Gair / 2504 E. Cesar Chavez Street, Austin, TX 78705 / 603-978-8601 / ajagair@gmail.com

Experience

Austin Children's Shelter / Austin, TX

Transitional Living Program (TLP) Director / 2013-present

Cottage Manager, Girls' Emergency Shelter / 2012

- Program development, including research, assessment of efficacy, ability to envision alternatives, implementation, and ongoing monitoring and management, as well as staff training
- Evaluation of employee performance, including regular supervision with employees, making and implementing HR-related decisions, written evaluations of employees, and conflict resolution
- Regular crisis management, including management of complex situations and highly time-sensitive scenarios; On-Call duties
- Case management of residents: communication with youth's teams (DFPS, CASA, attorney, family, etc.); Service Plan development and related documentation, oversight of academic and/or other developmentally relevant progress, general support of residents as needed

Youth Care Worker, Teen Parent and Early Childhood Program / 2011

- Ensured safety and supervision of residents, including crisis management
- Engaged in daily living activities with residents, including: sports and art, service of meals, cleaning/chores, bedtime routines
- Produced timely and accurate documentation

Spring Harbor Hospital / Portland, ME / Psychiatric Technician /2011

- Ensured safety of youth and adult patients; ran therapeutic groups

Yale University: Health, Emotion & Behavior Laboratory / Brooklyn & Queens, NY / Survey

Administrator, 2010

- Survey administration with youth regarding emotional literacy

Queens TASC Mental Health Diversion Program / Kew Gardens, NY / Psychology Extern / 2009-2010

- Case management of young adult and adult clients who, working with the Queens Criminal Court, were undergoing treatment for severe mental health issues rather than serving jail or prison time

John Jay College of Criminal Justice / New York, NY /Research Assistant, 2008-2009

- Conducted data collection via narrative and structured interviews regarding intimate partner violence in the LGBTQ, drug-using population

Safe Horizon / New York, NY / Hotline Advocate / 2008-2010

- Crisis counseling at NYC's only hotline for domestic violence, rape, and sexual assault

Innocence Project / New York, NY / Paralegal, 2006-2008

- Oversight of IP's active case files
- Communications with client's and their legal teams; regular contact with prison administrators
- Re-entry support and logistics for exonerated clients

Licensure

- **Child Care Administrator's License**, Certification #C13515, Valid Through 10/10/2015

Education

- **John Jay College of Criminal Justice** – New York, NY
Master of Fine Arts, Forensic Psychology, 2010
- **Hampshire College** – Amherst, MA
Bachelor of Liberal Arts, Legal Studies, 2005

Accomplishments and Volunteer Positions

- Texas Rollergirls All-Stars player and Junior Derby coach (2011-present) and Captain (2013-present) ; Gotham Girls Roller Derby player (2006-2009); GGRD Community Outreach Committee Chair (2009); GGRD Events Director (2008)
- "Big Sister" with Big Brothers Big Sisters of NYC (2006-2007)
- Organizer of Global Youth Connect Delegate Retreat (2005-2006)

References

Felice Trirogoff, M.P.Aff. / Communications Associate / SEDL, Austin, TX
512-391-6505 / felice.trirogoff@gmail.com

Lizabeth Maguire, LMSW / Social Worker / Common Ground, New York, NY
201-669-9055 / lsmaguire@gmail.com

Abigail Riggs, RN, FPMHNP / Psychiatric Nurse Practitioner / Collaborative Care, Austin, TX
512-382-6359 / lgallander@collaboracare.com

Kirsten McDermott, M.A., LCCA
(512) 529-1498
Kirsten.McDermott@gmail.com

Areas of Specialty	<ul style="list-style-type: none">• Foster Youth• Conflict Management• Runaway/Street Youth• Management• Supervision	<ul style="list-style-type: none">• Youth Residential Services• Domestic Sex Trafficking• Children at Risk• Training/Coordinating• Education
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Education	Master of Arts in Cross Cultural Studies <i>Emphasis in Children at Risk</i> Fuller Theological Seminary, Pasadena, California	September 2004-May 2006
	Bachelor of Arts in Religion Baylor University, Waco, Texas	August, 2000 - May, 2004

Experience

Austin Children's Shelter, Austin, Texas 10/2013- Present

Teen Parent and Early Childhood Director

- Program Development and oversight
- Supervision of all employees
- Case Management
- Budget Management

Restore A Voice, Austin, Texas 4/2013 -8/2013

Director of Survivor Services

- Program Development and oversight
- Trainings and speaking engagements on the issues of domestic sex trafficking
- Volunteer Coordination

LifeWorks, Austin, Texas 4/2012- 4/2013

Program Services Coordinator

- Coordinated services for LifeWorks 24 hour, 20 bed Emergency Shelter for homeless youth
- Oversight of staff recruitment, licensing requirement and supervision of AmeriCorps and all PRN staff
- Managed all 20 youths education plans including enrollment, withdrawing, behavior, special education and college.

LifeWorks, Austin, Texas 7/2011-03/2012

Education & Training Coordinator

- Provide education coordination/advocacy services to homeless youth regarding enrollment, special education and behavior challenges
- Coordinate new hire training, maintain required licensing standards for staff, supervise volunteers and staff, on call responsibilities, coordinating trainings on domestic sex trafficking, staff scheduling and over seeing daily operations of the shelter during business hours

Lifeworks, Austin, Texas

6/2010-6/ 2011

Youth Care Worker Supervisor

- Supervise youth care workers in a 20 bed youth emergency residential shelter, coordinate and facilitate monthly shelter team meetings, mentor homeless youth, maintain required licensing standards, on call responsibilities

Case Pacifica Center of Children & Families, Camarillo, California 2/2009-2/2010

Family Facilitator, WRAP Around Services

- Coordinate a team that consisted of a Parent Partner, Child Specialist, client and family or support system
- Provide 24 hour emergency on call response in order to maintain client's placement
- Maintain county contracts paperwork and coordination with other social services providers

Children of the Night, Van Nuys, California

1/2008-1/2009

Director of Case Management

- Supervision of case management team, hotline staff, youth care workers and administrative staff.
- Case management of domestic sex trafficking minors. Duties included: traveling with victims to locate programs around the United States, accompaniment to court, conducting intakes, managing clients transiting out of program, conflict management, discharges, facilitating weekly staff meeting, outing supervision and on call responsibilities

Children of the Night, Van Nuys, California

4/2007- 1/2008

Transitional Living Case Manager

- Case management of domestic sex trafficking minors transitioning out of program. Duties included: researching and coordinating with programs, traveling and interviewing programs nation wide with the client
- On call responsibilities, conflict management, supervision of shelter staff and outing supervision

License: Licensed Child Care Administrator for the State of Texas

Volunteer Work: Allies Against Slavery Committee Member, Austin, Texas
January 2012- Present

Sarah Rees, LCSW

1801 Wells Branch Pkwy #1620
Austin, TX 78728
Sarah_A_Rees@yahoo.com
512.775.4742

EDUCATION

- LCSW through the Texas State Education Board of Social Work Examiners, #57049
- LMSW through the Texas State Education Board of Social Work Examiners
- May 2006, MSW, Texas State University
- May 2005, BSW, Texas State University

CAREER HISTORY

Therapeutic and Youth Services Director

12/2014 – Present, Austin Children's Shelter

- Supervise and provide direction and support to Youth Services Specialist, Therapists and Medical Coordinator to ensure quality of work and adherence to the ACS guiding principles and philosophy.
- Ensure continued compliance of all ACS policies and procedures; grant requirements; DFPS Standards; contract requirements; and applicable laws and regulations.
- Collaborate with multi-disciplinary treatment/service team to provide appropriate therapeutic services with children and families in our residential, foster care; prevention/early intervention and community based programs.
- Provide assessment and diagnostic treatment services to children, adolescents, and young adults and their families.
- Conduct and develop comprehensive social histories and psychosocial assessments that accurately convey the youth's needs, strengths, and preferences, including cultural, religious, and ethnic background and implications for the care plan. Ensure that assessments meet all applicable licensing and contract standards at all times.
- Complete all required case management duties to assigned residential program youth.
- Conduct intakes and discharges by completing all required documentation and preparing children for transitions to other placements.
- Communicate a youth's needs to shelter staff and follow up to ensure needs are met.
- Provide formal and informal training and consultations with staff regarding clinical, developmental, social, ethnic, religious, and cultural needs of ethnically diverse population to increase staff sensitivity.

Care Coordinator

2/2013 – 12/2013, AIDS Arms Inc., Dallas

- Working under a SPNS grant implementing a Medical Home Model (Health, Hope, and Recovery) for individuals who are living with HIV/AIDS, homeless/unstably housed, and have concerns with mental health and/or substance use.
- Provides behavioral health and case management services to work around barriers that prevent individuals from being adherent to medical appointments and medications.
- Uses Motivational Interviewing, Solution-Focused, CBT, and Harm Reduction techniques to create client driven care plans.
- Attends Care Team meetings with the client's medical, mental health/substance, and housing providers.
- Provides linkage to care for long-term mental health services and substance treatment services, along with crisis interventions.
- Facilitates clinical case staffing.
- Completes data entry in compliance with HIPAA and grant requirements.

Social Worker

1/2011 – 12/2012, University of Texas Health Science Center Dept. of Psychiatry, Austin

- Working under the Money Follows the Person Demonstration Project initiated by Texas Department of Health and Human Services and The Department of Aging and Disability Services.
- Provides services as the behavioral health liaison of a multiple disciplinary team that includes: Housing specialists, LCDCs through ATCIC, and HMO representatives who assist individuals in making the transition from nursing facility placement to independent community living
- Uses CAT (Cognitive Adaptation Training) and Motivational Interviewing to promote a successful community transition by providing environmental prompts and supports to encourage behaviors like medication compliance and symptom management.
- Provide diagnosis education, crisis interventions, and life skills training to foster self-sufficiency in order to prevent nursing facility recidivism, and decrease hospitalizations while living in the community.
- Facilitated monthly life skills groups for program participants.
- Completes data entry in compliance with HIPAA and grant requirements.

PATH Program Clinical Team Lead

8/2009 – 12/2011, SEARCH Homeless Services, Houston

- Provided intensive, time-limited, case management services to homeless adults that are experiencing serious mental illness. Included direct street outreach to provide services to individuals that do not utilize the service center.
- Served as first responder for on-site crisis situations.
- Provided both clinical instruction and supervision to PATH staff and graduate student interns.
- Actively used Motivational Interviewing, Transtheoretical Model, Cognitive Behavioral, and Brief Solution Focused therapies.
- Conducted psychosocial assessments, individualized client plans, and facilitated long-term connections to community mental health agencies.
- Assisted individuals in locating permanent affordable housing.
- Completed monthly grant reports and data entry through HMIS.

Program Manager

9/2008 – 7/2009, Communities in Schools of Central Texas, Austin

- Developed and implemented therapeutic interventions and services at an Elementary School campus of 541 students.
- Conducted individual, group, and family counseling services as needed.
- Provided professional development trainings for teachers on recognizing self-harming behaviors.
- Created an after school program with a focus on service learning and promoting self-esteem.
- Facilitated community volunteers on campus.
- Completed data entry and program budget in compliance with program requirements.

Disaster Services Case Manager II

6/2006 – 8/2008, the Salvation Army, Austin

- Responsible for completing intakes and assessments with individuals and families displaced by hurricanes Katrina and Rita.
- Provided long-term case management focused on establishing survivors with psychosocial stability and permanent housing through client centered partnerships.
- Completed data entry in compliance with Grant requirements.
- Served on a weekly committee that addressed disaster service needs in the Central Texas Area.

ACKNOWLEDGEMENTS AND MEMBERSHIPS

- Graduated with 4.0 as an MSW
- Graduated Magna Cum Laude as a BSW
- Knowledge of Social Work counseling theories and modalities
- Novice level in American Sign language and Spanish
- Participates in self-care practices

REFERENCES:

1) Stephanie Gajewski, LMSW

Former Supervisor
University of Texas Health Science Center-SA
512-672-9954
Gajewski@uthscsa.edu

2) Wendy Moore, LCSW

Former Supervisor
SEARCH Homeless Services
713-449-3455
WMoore@searchhomeless.org

3) Stacy Schwarz, LMSW

Former Supervisor
The Salvation Army
512-656-3977
Stacy_Schwarz@uss.salvationarmy.org

Policy #:304	Effective Date:03/31/09
	Approval Date: 03/24/09
Policy Name: Tobacco-Free Environment	Approved by: Executive Director / BOD

Smoking and/or the use of tobacco is not permitted anywhere on Austin Children's Shelter property at any time. The definition of Austin Children's Shelter property for the purpose of this policy includes all land, buildings, structures, parking lots and means of transportation owned by or leased to Austin Children's Shelter and any area, including stakeholder property, where a staff member is engaged in Austin Children's Shelter business. Employees will be allowed to smoke in their vehicles when on agency property.

Failure to comply with this policy may lead to disciplinary action up to, and including, termination.

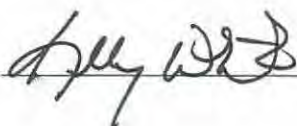
I have read and fully understand the contents of the **Tobacco Free Environment Policy** for Austin Children's Shelter. By signing this, I agree that I have read, understand and will comply with this policy. Failure to comply with this policy may result in disciplinary action up to and including termination of my employment at Austin Children's Shelter and/or criminal legal penalties.

Print Full Name

Signature

Date

Approved:



Kelly White, Chief Executive Officer

EXCERPTED FROM THE AUSTIN CHILDREN'S SHELTER EMPLOYEE HANDBOOK:

Process Name: Nursing Mothers	Effective Date: 04/01/2010
	Approved by: CEO

Per the Texas Health & Safety Code, Sec. 165.002, any staff who is a mother is entitled to breast-feed her baby in any location in which the mother is authorized to be. A private Lactation Room has been established for the purpose of feeding or expressing milk for up to one year following the child's birth, which is shielded from view and free from intrusion from co-workers and the public, and includes access to a clean, safe water source. Refrigeration storage is available in all buildings on site.

Scheduling of these breaks will be coordinated by the mother and her supervisor.

Non-exempt staff will not be compensated during the nursing/breast-pumping breaks. Non-exempt staff should clock out when leaving for this break, and then clock back in upon your return.

Approved:  Kelly White, Chief Executive Officer

Fact Sheet #73: Break Time for Nursing Mothers under the FLSA

This fact sheet provides general information on the break time requirement for nursing mothers in the Patient Protection and Affordable Care Act (“PPACA”), which took effect when the PPACA was signed into law on March 23, 2010 (P.L. 111-148). This law amended Section 7 of the Fair Labor Standards Act (FLSA).

General Requirements

Employers are required to provide “reasonable break time for an employee to express breast milk for her nursing child for 1 year after the child’s birth each time such employee has need to express the milk.” Employers are also required to provide “a place, other than a bathroom, that is shielded from view and free from intrusion from coworkers and the public, which may be used by an employee to express breast milk.”

The FLSA requirement of break time for nursing mothers to express breast milk does not preempt State laws that provide greater protections to employees (for example, providing compensated break time, providing break time for exempt employees, or providing break time beyond 1 year after the child’s birth).

Time and Location of Breaks

Employers are required to provide a reasonable amount of break time to express milk as frequently as needed by the nursing mother. The frequency of breaks needed to express milk as well as the duration of each break will likely vary.

A bathroom, even if private, is not a permissible location under the Act. The location provided must be functional as a space for expressing breast milk. If the space is not dedicated to the nursing mother’s use, it must be available when needed in order to meet the statutory requirement. A space temporarily created or converted into a space for expressing milk or made available when needed by the nursing mother is sufficient provided that the space is shielded from view, and free from any intrusion from co-workers and the public.

Coverage and Compensation

Only employees who are not exempt from the FLSA’s overtime pay requirements are entitled to breaks to express milk. While employers are not required under the FLSA to provide breaks to nursing mothers who are exempt from the overtime pay requirements of Section 7, they may be obligated to provide such breaks under State laws.

Employers with fewer than 50 employees are not subject to the FLSA break time requirement if compliance with the provision would impose an undue hardship. Whether compliance would be an undue hardship is determined by looking at the difficulty or expense of compliance for a specific employer in comparison to the size, financial resources, nature, and structure of the employer’s business. All employees who work for the covered employer, regardless of work site, are counted when determining whether this exemption may apply.

Employers are not required under the FLSA to compensate nursing mothers for breaks taken for the purpose of expressing milk. However, where employers already provide compensated breaks, an employee who uses that break time to express milk must be compensated in the same way that other employees are compensated for

break time. In addition, the FLSA's general requirement that the employee must be completely relieved from duty or else the time must be compensated as work time applies. See [WHD Fact Sheet #22, Hours Worked under the FLSA](#).

Where to Obtain Additional Information

For additional information, visit our Wage and Hour Division Website: <http://www.wagehour.dol.gov> and/or call our toll-free information and helpline, available 8 a.m. to 5 p.m. in your time zone, 1-866-4USWAGE (1-866-487-9243).

This publication is for general information and is not to be considered in the same light as official statements of position contained in the regulations.

The Wage and Hour Division will issue additional guidance on the break time requirement in the near future.

U.S. Department of Labor

Frances Perkins Building
200 Constitution Avenue, NW
Washington, DC 20210

[1-866-4-USWAGE](#)
TTY: 1-866-487-9243
Contact Us

Policy #:308	Effective Date:03/31/09
	Approval Date: 03/24/09
	Approved by: Executive Director / BOD
Policy Name: Workplace Violence Prevention	

Austin Children's Shelter is committed to preventing workplace violence and to maintaining a safe work environment. Given the increasing violence in society in general, Austin Children's Shelter has adopted the following guidelines to deal with intimidation, harassment, or other threats of (or actual) violence that may occur during business hours or on its premises.

All employees should be treated with courtesy and respect at all times. Employees are expected to refrain from fighting, "horseplay," or other conduct that may be dangerous to others. Firearms, weapons, and other dangerous or hazardous devices or substances are prohibited from the premises of Austin Children's Shelter without proper authorization.

Conduct that threatens, intimidates, or coerces another employee, a stakeholder, or a member of the public at any time, including off-duty periods, will not be tolerated. This prohibition includes all acts of harassment, including harassment that is based on an individual's sex, race, age, or any characteristic protected by federal, state, or local law.

All threats of (or actual) violence, both direct and indirect, should be reported as soon as possible to your immediate manager or any other member of management. This includes threats by employees, as well as threats by stakeholders, vendors, solicitors, or other members of the public. When reporting a threat of violence, you should be as specific and detailed as possible.

All suspicious individuals or activities should also be reported as soon as possible to a manager. Do not place yourself in peril. If you see or hear a commotion or disturbance near your work station, do not try to intercede or see what is happening.

Austin Children's Shelter will promptly and thoroughly investigate all reports of threats of (or actual) violence and of suspicious individuals or activities. The identity of the individual making a report will be protected as much as is practical. In order to maintain workplace safety and the integrity of its investigation, Austin Children's Shelter may suspend employees, either with or without pay, pending investigation.

Anyone determined to be responsible for threats of (or actual) violence or other conduct that is in violation of these guidelines will be subject to prompt disciplinary action up to and including termination of employment.

Policy #:308	Effective Date:03/31/09
	Approval Date: 03/24/09
	Approved by: Executive Director / BOD
Policy Name: Workplace Violence Prevention (cont.)	

Austin Children's Shelter encourages employees to bring their disputes or differences with other employees to the attention of their managers or the Human Resources Director before the situation escalates into potential violence. Austin Children's Shelter is eager to assist in the resolution of employee disputes, and will not discipline employees for raising such concerns.

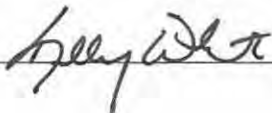
I have read and fully understand the contents of the **Workplace Violence Prevention** for Austin Children's Shelter. By signing this, I agree that I have read, understand and will comply with this policy. Failure to comply with this policy may result in disciplinary action up to and including termination of my employment at Austin Children's Shelter and/or criminal legal penalties.

Print Full Name

Signature

Date

Approved:



Kelly White, Chief Executive Officer

Section 0615

Connection to Self-Sufficiency Goals and Life Continuum Categories

Select the primary Self-Sufficiency Goal and Life Continuum Category that your Application narrative will describe. If applicable, select any secondary Self-Sufficiency Goals and Life Continuum Categories included in your Application narrative.

For a detailed description of the Self-Sufficiency Goals and Life Continuum Categories, see Section 0500: Section 1 – Introduction.

<p>Select only one (1) of the following as the primary Self Sufficiency Goal your Application will address:</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Safety Net Infrastructure <input type="checkbox"/> Transition Out of Poverty <input type="checkbox"/> Problem Prevention <input type="checkbox"/> Universal Support Services <input type="checkbox"/> Enrichment 	<p>Select only one (1) of the following Life Continuum Categories your application will address based on the primary goal selected:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Early Childhood <input checked="" type="checkbox"/> Youth <input type="checkbox"/> Adults and Families <input type="checkbox"/> Seniors & Persons with Disabilities
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If additional Self-Sufficiency Goals and Life Continuum Categories are addressed by this Application, please identify each goal in the table provided below:

<p>Self-Sufficiency Goals:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Safety Net Infrastructure <input checked="" type="checkbox"/> Transition Out of Poverty <input checked="" type="checkbox"/> Problem Prevention <input checked="" type="checkbox"/> Universal Support Services <input checked="" type="checkbox"/> Enrichment 	<p>Life Continuum Categories:</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Early Childhood <input type="checkbox"/> Youth <input type="checkbox"/> Adults and Families <input checked="" type="checkbox"/> Seniors & Persons with Disabilities
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Section 0640

Program Performance Measures and Goals

OUTPUT MEASURES

Provide proposed goal amounts for your program in the City of Austin column, the All Other Funding Sources column and the TOTAL (City + All Other) column.

<u>OUTPUT # 1 (Required)</u>	<u>City of Austin</u> Annual Goal	<u>All Other</u> <u>Funding Sources</u> Annual Goal	<u>TOTAL</u> (City. + All Other) Annual Goal
Number of unduplicated clients served per 12-month contract period	8	208	216

<u>OUTPUT # 2 (Required)</u>	<u>City of Austin</u> Goal	<u>All Other</u> <u>Funding Sources</u> Goal	<u>TOTAL</u> (City + All Other) Goal
Number of unduplicated clients served during the initial 36-month contract period	19	535	554

OUTCOME (RESULTS) MEASURES

Replace the blue text in the left column of this section with the actual wording of your measures' numerators, denominators, and outcome rates (by %). Also in the right column's shaded blocks, include the corresponding goal amounts and percentages for each line.

Total Program Performance – OUTCOME # 1 (Required)	Total Program Annual Goal
Number of individuals who make progress toward treatment plan goals in at least 5 of 7 key progress areas in Case Review (with a score of 70% or higher) (numerator)	6
Total number of youth measured in Case Reviews (min. 60 day stay at ACS) (denominator)	8
Percentage of individuals who make progress toward treatment plan goals in at least 5 of 7 key progress areas in Case Review (with a score of 70% or higher) (outcome rate)	80%

Total Program Performance – OUTCOME # 2 (Proposed)	Total Program Annual Goal
Number of clients who show progress towards academic and/or vocational goals in Case Review with an average score of 70% or better (numerator)	6
Total number of clients measured for academic and/or vocational progress in Case Review (min. 60 day stay at ACS) (denominator)	8
Percentage of clients who show progress towards academic and/or vocational goals in Case Review with an average score of 70% or better (outcome rate)	80%

Section 0645
Program Staff Positions and Time

List this program's position titles only (do not include staff names) and provide the corresponding number of Full Time Equivalent (FTE) positions which are assigned to this specific program.

List Program Staff by Title	Program Staff FTE's
Chief Program Officer	0.5625
Senior Director of Therapeutic & Residential Services	0.75
Emergency Shelter Program Director	1
Emergency Shelter Program Manager	1
Transitional Living Program Director	1
Transitional Living Program Manager	1
Transitional Living Cottage Parent	1
Teen Parent Program Director	1
Teen Parent Program Manager	1
Therapeutic & Youth Services Director	0.75
Youth Services Coordinator	0.85
Health Services Coordinator	0.75
Therapist	1
Training Coordinator	0.75
Program Support Manager	1
Youth Care Leads	18
Youth Care Workers	34.5
Transporters	1.875
Admissions Coordinator	0.75
Receptionist	0.75
Chief Executive Officer	0.375
Food Services Manager	0.85
Cook	2.125
Facilities Manager	0.5625
Facilities Tech	0.75
Housekeeper	0.75
TOTAL FTEs =	74.7

Section 0650
Program Budget and Narrative

Program's Line Item Budget	EARLY CHILDHOOD Amount	YOUTH Amount	ADULTS & FAMILIES Amount	SENIORS & PERSONS WITH DISABILITIES Amount	Amount Funded by ALL OTHER Sources	TOTAL Budget (ALL funding sources)
PERSONNEL						
1. Salaries plus Benefits	30,000	96,000	-	-	2,861,562	2,987,562
A. Subtotals: PERSONNEL	30,000	96,000	-	-	2,861,562	2,987,562
OPERATING EXPENSES						
2. General Operating Expenses	-	-	-	-	432,973	432,973
3. Consultants/ Contractuals	-	-	-	-	62,262	62,262
4. Staff Travel - <u>Out of Travis County</u>	-	-	-	-	-	-
5. Conferences/Seminars - <u>Out of Travis County</u>	-	-	-	-	-	-
B. Subtotals: OPERATING EXPENSES	-	-	-	-	495,235	495,235
DIRECT ASSISTANCE for PROGRAM CLIENTS						
6. Food/Beverage for Clients	-	-	-	-	121,590	121,590
7. Financial Assistance for Clients	-	-	-	-	-	-
8. Other (<i>specify</i>)- Clothing, Medical, Baby Needs, Allowance, Education, Miscellaneous	-	-	-	-	76,770	76,770
C. Subtotals: DIRECT ASSISTANCE	-	-	-	-	198,360	198,360
CAPITAL OUTLAY (with per Unit Cost over \$5,000/unit)						
9. Capital Outlay	-	-	-	-	-	-
D. Subtotals: CAPITAL OUTLAY	-	-	-	-	-	-
TOTALS						
GRAND TOTALS (A + B + C + D)	30,000	96,000	-	-	3,555,157	3,681,157
PERCENT SHARE of Total for Funding Sources:	.8%	2.6%	%	%	96.6%	100%

Section 0650 Program Budget and Narrative

Program Budget Narrative

Add details to describe the proposed City expenses from your Program Budget form.
Explanations for the "Other Sources" line items are not required.

PERSONNEL	NARRATIVE/ Descriptions
1. Salaries and Benefits	Staff salaries plus fringe benefits proportionate to percent of City funded salaries. Fringe includes employer paid FICA, Health Insurance, Dental Insurance, Unemployment Insurance, Workers Compensation, Life, Short Term Disability, Vision Insurance and Retirement.
OPERATING EXPENSES	
2. General Operating Expenses	-
3. Consultants/ Contractuals	-
4. Staff Travel - <u>OUT of Travis County</u>	-
5. Conferences/Seminars/ Training - <u>OUT of Travis County</u>	-
DIRECT ASSISTANCE	
6. Food/Beverage for Clients	-
7. Financial Assistance for Clients	-
8. Other Direct Assistance (must specify)	-
CAPITAL OUTLAY	
9. <u>Capital Outlay</u> (must specify)	-

Section 0655 Program Funding Summary

In *last column*, insert the twelve (12) month funding amount for your proposed program into the corresponding cell. Next clearly list all of your other funding sources for this program, with their corresponding program periods and amounts. Also ensure that the Total Program Funding in the bottom right cell is calculated correctly.

Funding Sources	Grant/Contract Name	Funding Period Start (mm/dd/yyyy)	Funding Period End (mm/dd/yyyy)	Funding Amount
City of Austin	Social Services Contract	10/01/2015	09/30/2016	\$126,000
Lorraine Thirion	Unrestricted Grant	01/01/2015	12/31/2015	\$50,000
Austin Community Foundation	Endowment	01/01/2015	12/31/2015	\$20,000
DFPS ESP Contract	Fee for Service	-	Ongoing	\$1,000,000 - \$1,500,000
DFPS TLP Contract	Fee for Service	-	Ongoing	\$250,000 - \$500,000
FUNDING AMOUNT TOTAL:				\$1,446,000 – \$2,196,000*

**Austin Children's Shelter has ongoing Service Reimbursement Contracts with DFPS for our Emergency Shelter Program and Transitional Living Program. Funding is committed, however the amount is dependent on the number of youth served, and the length of time served within any given funding period.*

Section 0835: Non-Resident Bidder Provisions

Company Name AUSTIN CHILDREN'S SHELTER

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: RESIDENT BIDDER

(1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

(2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder id a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: _____ Which State: _____

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: _____



TO: Veronica Lara, Director
Department of Small and Minority Business Resources

FROM: Erin D'Vincent, Senior Buyer

DATE: January 15, 2014

SUBJECT: Request for Determination of Goals for Solicitation No. EAD0116

Project Name: Self Sufficiency Social Services

Commodity

Code(s): 95243

Estimated Value: \$16,000,000

Below are scopes of work for this project as determined by the Purchasing Office and Department that are contained in this solicitation.

The Departmental Point of Contact is: Robert Kingham

at Phone: 972-5026

Per paragraph 8.2.1 of the Rules Governing the Minority and Women Owned Business Enterprise Procurement Program, please determine the use of goals by completing and returning the below endorsement. If you have questions, please call me at 972-4017

☐ **Approved w/ Goals**

☒ **Approved, w/out Goals**

Recommend the use of the following goals based on the below reasons:

a. Goals: ☐ % MBE ☐ % WBE

b. Subgoals ☐ % African American ☐ % Hispanic

☐ % Native/Asian American ☐ % WBE

This determination is based on the following reasons:

Insufficient scopes of work.

Veronica Lara, Director

Date:

1-21-14

cc: Lorena Resendiz